

Purchase Agreement Exhibit C - FINAL FORM

TRANSITION AND SHARED SERVICES AGREEMENT

This TRANSITION AND SHARED SERVICES AGREEMENT, dated as of [____], 2011 (this "*Agreement*"), is entered into by and between Merlin Media, LLC, a Delaware limited liability company (the "*Company*") and Emmis Radio, LLC, an Indiana limited liability company ("*Provider*"). Reference herein to the "Parties" shall refer to Company and Provider, and reference herein to a "Party" shall refer to either of the Parties, individually. Capitalized terms used but not defined herein have the meanings given such terms in the Contribution Agreement by and among the Company, Provider, Emmis Operating Company, an Indiana corporation, Emmis Radio License, LLC, an Indiana limited liability company, Emmis Radio Holding Corporation, an Indiana corporation and Emmis Radio Holding II Corporation, dated as of June 20, 2011 (the "*Contribution Agreement*").

RECITALS

WHEREAS, Company desires to receive, and Provider is willing to provide, the Services for the compensation, and in accordance with the other terms and conditions, described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement and intending to be legally bound hereby, the Parties agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS

Unless otherwise stated in this Agreement, the following terms when used herein shall have the meanings assigned to them below (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Effective Date" means the Closing Date.

"Provider Personnel" means all employees, agents, subcontractors and representatives of Provider who perform Services under this Agreement.

"Services" means the services, functions and tasks of Provider described in Schedule A and identified elsewhere in this Agreement, as they may be changed or supplemented during the term of this Agreement pursuant to the terms of this Agreement. Also included are such services, functions and tasks as are reasonably required to extract or segregate Company Information (as defined in Section 6.2(a)) in Provider's information systems or permit the secure use of Company Information on a co-mingled basis in Provider's information systems in order to enable Company to implement and populate with Company Information its own information systems.

ARTICLE 2 SERVICES

2.1 Provision of Services. During the term of this Agreement, Provider will provide the Services to Company in accordance with the terms of this Agreement. All of the Services shall be for the sole use and benefit of Company. Except as otherwise expressly provided in this Agreement, Provider will be responsible for providing the facilities, personnel and other resources required for performance of the Services.

2.2 Standards of Performance.

(a) Provided that Provider is not restricted by an existing contract with a third party or by applicable law, Provider will provide the Services with the same level of skill, quality, care, timeliness, cost-effectiveness and priority relative to the Stations as the Services were performed for the Stations prior to the date of execution of the Contribution Agreement (the "**Reference Date**") and as the Services are performed on a continuing basis for the Retained Stations. Provider and Company will comply in all material respects with all applicable federal, state and local laws and regulations with respect to the Services. The standards referred to in this Section 2.2(a) are called "**Performance Standards**."

(b) Notwithstanding Section 2.2(a), Provider shall be excused from providing any Services in accordance with the Performance Standards to the extent such Services are prevented, frustrated, hindered, or delayed as a consequence of Company programming or operating any Station in a manner different than as operated by Provider, including, for example, if (i) Company does not work with, or does not obtain the same services from, the same third party licensors/service providers as Provider did under the Assumed Contracts, (ii) Company breaches any Assumed Contract or acts in a manner that causes, or is likely to cause, Provider to breach any Contract or other contract with a third-party licensor/service provider, or (iii) Company does not utilize the same personnel in the same positions. Such excuse, however, shall only be available to Provider if Provider gives Company prompt notice of the issue causing such prevention, frustration, hindrance or delay and uses commercially reasonable efforts to perform any affected Services in accordance with the Performance Standards notwithstanding such issue.

2.3 In the event of repeated or multiple failures to meet one or more Performance Standards, at Company's request, Provider shall meet with Company's designated representatives to agree on reasonable steps to improve performance. If the Parties are unable to agree, then Company may elect to exercise its rights under Section 2.6 and in such case Provider and Company will use commercially reasonable efforts to transition any or all Services to Successors (as defined in Section 2.5).

2.4 Service Modifications; Change Requests.

(a) Company or Provider may, from time to time seek to modify the terms and conditions relating to the performance of a Service (a "**Service Modification**").

(b) Company or Provider may request a Service Modification (a "**Change**") by delivering a written description of the proposed Change (a "**Change Request**") to the other's Services Manager (as defined in Section 7.3). No later than ten (10) Business Days after its

receipt of a Change Request, the non-requesting Party shall (i) agree in writing to implement the Change Request as proposed or (ii) request a meeting with the other's Services Manager (either in person or by telephone/teleconference) to discuss the Change Request.

(c) All Change Requests by a Party must be approved by the non-requesting Party's Services Manager in writing before the Change may be implemented. Such consent may be withheld in the non-requesting Party's sole discretion.

(d) If a Party approves a Change Request, Schedule A shall be amended to reflect the implementation of the Change Request, and other sections of this Agreement may also be amended to reflect agreed-upon terms or conditions relating to the Change.

2.5 Migration Plan. At Company's expense, Provider and Company shall each carry out their responsibilities with respect to migration of responsibility for performance of those Services indicated in Schedule A as having a Service Term (as defined in Section 9.1) of 90 days or less (the "**Transition Services**") from Provider to Company or a third party assuming responsibility for such Transition Services (any such third party, as well as Company itself insofar as Company agrees to assume such responsibility, a "**Successor**") using commercially reasonable efforts to transition to Successors who assume responsibility for performance of all of the Transition Services without material disruption to the business of the Stations using resources that are independent of those of Provider, all in accordance with a plan which the Parties shall cooperate in good faith to draft and negotiate prior to the Effective Date (the "**Migration Plan**"). Without limiting the foregoing, at Company's expense, each Party shall provide the other consultation, assistance and information as reasonably requested by the other in order to effect a smooth transition of the Services to Company or its designee, including reasonably cooperating with any Successor designated by Company.

2.6 Reduction in Services. Company may elect to suspend or not to receive any of the Services, or not to receive a Service in respect of one or more Stations, at any time upon thirty (30) days' notice to Provider. If Company suspends or elects not to receive a Service, or not to receive a Service in respect of a given Station, the charges payable under this Agreement will be equitably reduced to account for the reduction in Services provided; provided, however that Company shall remain responsible for all third party commitments undertaken by Provider at Company's request with respect to any Services.

ARTICLE 3 REQUIRED CONSENTS

3.1 Required Consents. Provider shall use commercially reasonable efforts to obtain all consents from third party hardware or software providers and other third parties required to enable Provider to perform the Services and to enable Company to access and use such hardware and software to the extent necessary to receive and use the Services ("**Required Consents**"). Company shall cooperate with Provider and provide Provider such assistance with regard to obtaining Required Consents as Provider may reasonably request. Notwithstanding anything in this Agreement to the contrary, if any landlord or other third party consent is required under an applicable lease or agreement to permit shared use, subleasing of a facility or sublicensing of an agreement pursuant hereto, then such use, subleasing or sublicensing is

subject to receipt of such consent. Neither Party shall be obligated by this Agreement to pay any fee to any landlord or other third party to obtain any Required Consent.

3.2 Alternatives. If Provider is unable to obtain a Required Consent, the Parties shall use their respective commercially reasonable efforts to arrange for reasonable alternatives to provide the Services in accordance with the Performance Standards without such Required Consents. Company shall pay the costs of such alternative approaches.

ARTICLE 4 FACILITIES AND EQUIPMENT

4.1 Use of Facilities.

(a) The Parties intend that prior to Closing and effective upon Closing, Company will take assignment of or sublease and/or enter into new leases with the landlords of the studios and offices for the Stations. In the event, however, that such assignments or new leases or subleases have not been made or entered into at Closing with respect to any such studios or offices or the New York shared transmission suite or the Orange, New Jersey shared transmission facilities (all such spaces for which an assignment, sublease or new lease has not been entered into at Closing, "**Covered Facilities**"), at Company's request, subject to obtaining any necessary landlord consent, Provider shall provide Company a non-exclusive license to use and access such Covered Facilities (for purposes of conducting Company's business with respect to the Stations and for no other purpose), as well as, in the case of the New York shared transmission suite and the Orange, New Jersey shared transmission facilities, reasonable access upon prior notice to and with a representative of Provider. Provider shall have no obligation to provide security services to Company-specific areas of any Covered Facility.

(b) When using Provider's premises, Company shall not act contrary to the terms of any lease or contract for such premises or interfere with the business and operation of Provider's use of such premises. Company shall comply with the lease or contract for such facilities and with all laws applicable to its operations from the facilities, including without limitation those relating to environmental and workplace safety, and with Provider's applicable site rules and procedures. Company shall maintain commercially reasonable and customary property and liability insurance with respect to its operations during the term of this Agreement. Company shall permit only its authorized representatives, contractors, employees, invitees and licensees to use the Covered Facilities. Company shall not make any alterations or improvements to the Covered Facilities without Provider's consent, which may be withheld in its sole discretion. Nothing in this Agreement shall be construed as an assignment or grant of any right, title or interest in any facility or equipment. Company shall not, by any act or omission, permit to exist any lien, claim or encumbrance on any of Provider's facilities or equipment. Provider shall have reasonable access to Company-specific areas of the Covered Facilities from time to time as necessary for the security and maintenance thereof.

(c) At the end of the period of use provided by this Agreement (or upon any earlier termination of this Agreement or cessation of use of each facility by Company), Company shall vacate the provided space, move all of its assets and employees from such site (and repair any damage due to such removal), surrender the space in the condition existing on the date hereof

(ordinary wear and tear excepted) and return all office keys and other means of entry to Provider. The shared use pursuant to this Agreement is subordinate to Provider's lease for the facilities. This Section is subject and subordinate to the Real Estate Leases for such studio and office facilities and does not constitute a grant of any real property interest, and if any such lease expires or is terminated for any reason, then Provider shall give Company prompt notice of such termination, and Company's right to use the facilities under this Agreement shall end with the termination of such Real Estate Leases.

4.2 *Leased Supported Hardware and Licensed Supported Software.*

(a) In regard to any Supported Hardware and Supported Software (as defined in Section 2 of Schedule A) that is leased or licensed to Provider, Provider will be responsible for (i) all financial obligations for each item of leased Supported Hardware or licensed Supported Software, including maintenance costs and any financial obligations set forth in the lease or license; and (ii) using commercially reasonable efforts in the ordinary course of business to maintain appropriate third party maintenance arrangements and request the performance of third party maintenance providers consistent with Provider's practices with respect to Retained Stations.

(b) Provider will not be required to refresh or upgrade any of the leased Supported Hardware or licensed Supported Software, however, if Provider does so, it shall give at least sixty (60) days prior notice thereof to Company and, in any case, shall use commercially reasonable efforts to provide Company with the same access and use of the refreshed or upgraded hardware or software as it is required hereunder to provide Company with respect to the original leased Supported Hardware and licensed Supported Software.

(c) Company will use the leased Supported Hardware and licensed Supported Software in a manner that is consistent with its use of such hardware and software prior to the Effective Date and in accordance with the terms of the applicable lease or license.

ARTICLE 5 COMPENSATION; FINANCIAL PROVISIONS

5.1 *Compensation.*

(a) Company agrees to reimburse Provider for Provider's actual internal and out-of-pocket costs of performing the Services and allowing Company the use of the Covered Facilities, without mark-up of any kind, except as set forth below.

(b) Reimbursement for time of Provider Personnel spent performing Services will be compensated as follows: Company shall reimburse Provider for its Allocable Share of the cost of all Provider Personnel performing Services. With respect to each Provider Personnel and each payroll period, "*Allocable Share*" means the portion of total Provider Personnel costs during such period equal to the proportion the time devoted by such Provider Personnel to the Services during such period bears to the total time devoted by such Provider Personnel to both the Services and Provider's businesses during such period. Provider Personnel costs may include among other things base salaries, bonuses, applicable payroll taxes, and the costs of providing employee benefits, plus an allocation for overhead, in each case to the extent arising during the

term of this Agreement, but in no case shall include costs for Provider's corporate personnel. The initial allocation for overhead shall be 15%, and such number is subject to adjustment by mutual agreement on an annual basis based on actual time spent by Provider's corporate personnel on the Services. Based on current expenses, Services and Allocable Share, the initial monthly payments for internal Provider Personnel costs in major categories of Services are set forth on Schedule B.

(c) Provider and Company anticipate that from time to time Provider will incur an expense related to the provision of the Services in an amount under \$1,000, and it may not be clear whether the amount is reimbursable under this Agreement and, if it is, what portion of such expense relates to the Stations as opposed to the Retained Stations. In such event, Provider shall be responsible for two-thirds of such amount and will have the right to invoice Company for one-third of such amount.

5.2 Invoicing and Payment. Provider will invoice Company monthly at the end of each month for the amount due under this Agreement for that month. Such invoices will reasonably specify amounts due for each of the Services and for use of each of the Covered Facilities and Provider Personnel. Each such invoice will be accompanied by reasonable supporting documentation. Amounts will be due within thirty (30) days after the date of Provider's delivery of the invoice. Provider may from time to time issue supplemental invoices for other expenses to be reimbursed by Company hereunder, with payment due within thirty (30) days after the date of Provider's delivery of the invoice.

5.3 Records and Audits.

(a) **Records.** Provider will maintain in the ordinary course of business records regarding its activities relating to this Agreement and the means of calculating the amounts billed to Company hereunder. Such books and records will, at all times, be kept in a manner consistent with Provider's past practices prior to the Closing. Provider will retain all such records until two (2) years after any termination or expiration of this Agreement, unless otherwise directed by Company.

(b) **Audits and Inspections.** Upon thirty (30) days notice to Provider, but no more often than once per calendar year unless the previous audit or inspection revealed material overbilling by Provider, Company and its designees will have the right to inspect and audit, at Company's expense, all the relevant records and books of account of Provider and its Affiliates to verify the accuracy of all payments made or to be made by Company pursuant to Article 5. Any audit or inspection by Company or its designees will be conducted during regular business hours at the facilities of Provider or its Affiliates, and in a manner that does not unreasonably interfere with the normal business activities of Provider or its Affiliates. If any audit reveals an overpayment by Company, Provider will promptly refund any overpayment. If any audit reveals an underpayment by Company, Company will promptly pay any difference. In addition, if any audit reveals a material overpayment by Company, Provider will reimburse Company for the costs of conducting the audit.

5.4 Commingling of Funds. In the event that during the term of this Agreement Provider receives funds that are intended for Company, or Company receives funds

that are intended for Provider, the Party that received such funds shall promptly inform the other Party and promptly pay over such funds to such other Party.

5.5 Tax.

(a) Each Party shall be responsible for any personal property taxes on property it owns or leases, for franchise and privilege taxes on its business, for taxes based on its net income or gross receipts, and for its allocable share of commercial rent tax and real estate taxes.

(b) Company shall be responsible for all state and local sales and use taxes, however designated or levied, that are applicable to the Services. Company shall reimburse Provider for any such taxes properly remitted by it.

(c) Provider agrees to collect and timely remit to the appropriate taxing authority all taxes due under this Agreement.

ARTICLE 6 CONFIDENTIALITY

6.1 Provider Information.

(a) Company and Provider agree to use commercially reasonable efforts to limit the extent to which Company's personnel have access to confidential and proprietary information of Provider. The Parties acknowledge that, in the course of receiving the Services, Company and Company personnel may receive, observe and otherwise have access to confidential and proprietary information and data of Provider (whether in tangible or electronic form or otherwise) related to Provider, its Affiliates or its Retained Stations, business, operations, employees, listeners, participants in its promotions, visitors to its Web sites, advertisers, marketing, finances and technology that is either marked or identified as confidential at the time of disclosure or that should reasonably be considered under the circumstances of its disclosure to be confidential to Provider (the "**Provider Information**"). Notwithstanding the foregoing, Provider Information does not include information that: (i) is or becomes available to Company from a source other than Provider, provided such source is not subject to any confidentiality obligation with respect to such information to Provider or its Affiliates; (ii) is or becomes available to the public other than as a result of disclosure by a Party or its agents; (iii) was known to Company prior to being disclosed hereunder by Provider to Company and was not confidential or proprietary to Provider; (iv) is developed by Company employees without reference to Provider Information; (v) is required to be disclosed under applicable Law (including requirements of the FCC pursuant to the FCC Applications and requirements of Governmental Authorities under Antitrust Law) or judicial process, but only to the extent it must be disclosed; or (vi) constitutes part of the Assets.

(b) Company agrees that:

(i) Company will not use, reproduce or exploit Provider Information for any purpose other than receiving the Services;

(ii) Company will hold all Provider Information in strict confidence and will not disclose or otherwise make available Provider Information to any third party, and Company will restrict access to Provider Information to those of its employees who have a need to know such information in order to receive the Services;

(iii) Company will take all reasonable and necessary steps to protect the Provider Information from inadvertent or unintentional disclosure to third parties and will protect the Provider Information from unauthorized access, disclosure or use with at least the same degree of care as Company uses to protect its own information of like nature, and in any event no less than reasonable care;

(iv) Company will reproduce, on all copies of documents and materials containing Provider Information made by Company or its employees, agents or contractors, all proprietary rights notices of Provider appearing on the original copy of such document or material; and

(v) Company will, at Provider's request, promptly destroy all documents and materials in tangible form, and permanently erase all data in electronic form (other than any electronic copy created pursuant to standard electronic back-up and archival procedures), containing any Provider Information, and certify in writing signed by an executive officer of Company that Company has fully complied with this obligation.

(c) Company will ensure that each employee, agent and contractor who works at the Covered Facilities or who will otherwise receive disclosure of Provider Information has signed Provider's standard form of employee or independent contractor (as appropriate) nondisclosure agreement. Company acknowledges and agrees that Company has no right, title or interest of any nature in any Provider Information, other than a limited, non-transferable, non-sublicensable, non-exclusive license during the term of the Agreement to use and reproduce Provider Information solely to the extent necessary to receive the Services.

6.2 *Company Information.*

(a) The Parties acknowledge that, in the course of performing the Services, Provider and the employees and agents of Provider (collectively, "**Provider Personnel**") will receive, observe, and otherwise have access to confidential and proprietary information and data (whether in tangible or electronic form or otherwise) related to Company, its Affiliates and the Stations and Company's business, operations, employees, listeners, participants in their promotions, visitors to their Web sites, advertisers, marketing, finances and technology that is either marked or identified as confidential at the time of disclosure or that should reasonably be considered under the circumstances of its disclosure to be confidential to Company (the "**Company Information**"). Without limiting the foregoing, Company Information includes all accounting, financial, technical, business and other data related to Company's business and employees and stored on the computer systems of Provider. Notwithstanding the foregoing, Company Information does not include information that: (i) is or becomes available to Provider from a source other than Company (except for any data or information included in the Assets), provided such source is not subject to any confidentiality obligation with respect to such information to Company or its Affiliates; (ii) is or becomes available to the public other than as a result of

disclosure by a Party or its agents; (iii) was known to Provider prior to being disclosed hereunder by Company to Provider and was not confidential or proprietary to Company and does not constitute part of the Assets; (iv) is developed by Provider Personnel without reference to Company Information; or (v) is required to be disclosed under applicable Law (including requirements of the FCC pursuant to the FCC Applications and requirements of Governmental Authorities under Antitrust Law) or judicial process, but only to the extent it must be disclosed.

(b) Provider agrees that:

(i) Provider will not use, reproduce or exploit Company Information for any purpose other than performing Services as contemplated under this Agreement;

(ii) Provider will hold all Company Information in strict confidence and will not disclose or otherwise make available Company Information to any third party, and Provider will restrict access to Company Information to those of its employees who have a need to know such information in order to perform the Services;

(iii) Provider will take all reasonable and necessary steps to protect the Company Information from inadvertent or unintentional disclosure to third parties and will protect the Company Information from unauthorized access, disclosure or use with at least the same degree of care as Provider uses to protect its own information of like nature, and in any event no less than reasonable care;

(iv) Provider will reproduce, on all copies of documents and materials containing Company Information made by Provider or its employees, agents or contractors, all proprietary rights notices of Company appearing on the original copy of such document or material; and

(v) Provider will, at Company's request, promptly destroy all documents and materials in tangible form, and permanently erase all data in electronic form (other than any electronic copy created pursuant to standard electronic back-up and archival procedures), containing any Company Information, and certify in writing signed by an executive officer of Provider that Provider has fully complied with this obligation.

(c) Provider will ensure that all Provider Personnel have signed Provider's standard form of employee or independent contractor (as appropriate) nondisclosure agreement. Provider acknowledges and agrees that Provider has no right, title or interest of any nature in any Company Information, other than a limited, non-transferable, non-sublicensable, non-exclusive license during the term of the Agreement to use and reproduce Company Information solely to the extent necessary to perform the Services as contemplated under this Agreement.

6.3 *Safeguarding Company Information.* For so long as the applicable Supported Hardware or Supported Software (as defined in Schedule A hereto) is required to be supported hereunder, Provider shall take such measures to safeguard the security of Company Information under Provider's control as it does to safeguard Provider Information.

6.4 *Access.* Upon Company's reasonable request from time to time or upon the expiration or termination of this Agreement or, with respect to any particular Company

Information, on such earlier date that the same will be no longer required by Provider in order to render the Services hereunder, Provider will promptly provide an electronic copy of all Company Information in Provider's possession or control to Company in the format reasonably requested by Company (if reasonably practicable), at Company's sole cost and expense.

6.5 Injunctive Relief. Each Party acknowledges and agrees that the other Party would suffer irreparable harm for which monetary damages would be an inadequate remedy if there were a breach by such Party of obligations under this Article 6. Each Party further acknowledges and agrees that equitable relief, including injunctive relief, would be appropriate to protect the non-breaching Party's rights and interests if such a breach were to arise, be threatened, or be asserted, and the non-breaching Party will be entitled to the entry of an order for immediate injunctive relief.

6.6 Intellectual Property. Nothing in this Agreement shall be construed as an assignment or grant of any right, title or interest in any trademark, copyright, design or trade name, patent right or other intellectual property right.

ARTICLE 7 REPORTS; MEETINGS; PERSONNEL

7.1 Reports. At Company's expense, and no more often than once per calendar year, Provider will provide Company such reports regarding Provider's performance of the Services as may be reasonably requested by Company and which are prepared by Provider in its ordinary course of business.

7.2 Meetings. At Company's or Provider's request, the Parties shall discuss by telephone such reports and other issues arising under this Agreement.

7.3 Services; Managers. Each of Provider and Company will designate a "*Services Manager*" for the Services provided to Company hereunder. The Services Managers shall attempt to resolve any problems or disputes that may arise related to the provision of the Services.

7.4 Compensation and Benefits. All Provider Personnel providing Services under this Agreement will be deemed to be employees or representatives solely of Provider for purposes of all compensation and employee benefits and not to be employees or representatives of Company. Provider will be solely responsible for payment of (a) all income, disability, withholding and other employment taxes and (b) all medical benefit premiums, vacation pay, sick pay or other fringe benefits for any employees, agents or contractors of Provider who perform Services. All Provider Personnel will be under the direction, control and supervision of Provider, and Provider will have the sole right to exercise all authority with respect to the employment, termination, assignment and compensation of such Provider Personnel.

7.5 Subcontractors. Provider may use subcontractors to perform the Services so long as Provider has entered into a written subcontract with such subcontractor containing provisions with respect to Company Information that are substantially similar to the provisions set forth in Article 6 above. Provider will remain responsible for obligations performed by its Affiliates and subcontractors to the same extent as if such obligations were performed by

Provider's employees. Provider will be Company's sole point of contact regarding the Services, including with respect to payment.

ARTICLE 8 INDEMNIFICATION

8.1 *Indemnification by Provider.* Subject to the provisions of this Article 8, from and after the Effective Date, Provider shall indemnify, defend and hold harmless Company and its directors, officers, employees, Affiliates (other than the Contributors), members, partners, equity holders, agents, attorneys, representatives, successors and assigns (collectively, the "***Company Indemnified Parties***") from and against any and all Losses and Expenses incurred by any Company Indemnified Parties in connection with a Third-Party Claim to the extent based upon, resulting from or arising out of any willful breach or willful misconduct by Provider in performing its obligations under this Agreement.

8.2 *Indemnification by Company.* Subject to the provisions of this Article 8, from and after the Effective Date, Company shall indemnify, defend and hold harmless Provider and its directors, officers, employees, Affiliates (other than Company), stockholders, agents, attorneys, representatives, successors and assigns (collectively, the "***Provider Indemnified Parties***") from and against any and all Losses and Expenses incurred by any Provider Indemnified Parties in connection with a Third-Party Claim to the extent based upon, resulting from or arising out of breach by Company of any of its covenants or agreements, or any failure by Company to perform any of its obligations, or Company's negligence or willful misconduct, under or in connection with this Agreement, or Company's use of the Services, Covered Facilities and Provider Personnel provided hereunder, except to the extent that the Losses and Expenses are based upon, result from or arise out of breach by Provider of any of its covenants or agreements, or any failure of Provider to perform any of its obligations, or Provider's willful misconduct, under or in connection with this Agreement.

8.3 *Liability.* Notwithstanding any other provision contained in this Agreement, (i) in no event shall Provider have any liability for any lost profits or consequential, punitive, special or indirect damages in connection with the performance or nonperformance of this Agreement (whether resulting from negligence or otherwise); and (ii) Provider's maximum liability to Company for failure to comply with any provision of this Agreement shall not exceed the amount paid or reimbursed to Provider under this Agreement for the applicable use, sharing, sublicense, Service or Covered Facility.

8.4 *Disclaimer of Warranties.* Notwithstanding any other provision contained in this Agreement, Provider makes no representation or warranty, express or implied, with respect to the Services, Covered Facilities or Provider Personnel provided pursuant to this Agreement, all of which are expressly disclaimed and waived by Company. Without limiting the foregoing, Company expressly acknowledges that Provider makes no warranties with respect to the condition or repair of the Covered Facilities, or that such facilities are suitable for or will satisfactorily perform the functions for which they are intended, or any other warranty, and that use of the Covered Facilities, use of the Services and use of Provider Personnel shall be solely at Company's risk.

8.5 *Indemnification Procedures.*

(a) A Company Indemnified Party or Provider Indemnified Party (either, an “*Indemnified Party*”) shall promptly cause written notice of the assertion of any Third-Party Claim of which it has knowledge which is covered by this indemnity to be forwarded to the Person having the obligation to indemnify (the “*Indemnifying Party*”). The failure of the Indemnified Party to give reasonably prompt notice of any Third-Party Claim shall not release, waive or otherwise affect the Indemnifying Party’s obligations with respect thereto except to the extent that the Indemnifying Party is materially prejudiced as a result of such failure. The Indemnifying Party shall have the right, at its sole expense, to be represented by counsel of its choice, which must be reasonably satisfactory to the Indemnified Party, and to assume the defense and control of any such Third-Party Claim which relates to any Losses indemnified against hereunder. If the Indemnifying Party has assumed such defense, the Indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel of its choice for such purpose, provided that the Indemnifying Party shall not be liable for any legal expenses incurred by any Indemnified Party in connection with the defense of such Third-Party Claim while the Indemnifying Party is controlling such defense. The Parties agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such Third-Party Claim, and the Indemnified Party shall furnish such records, information and testimony and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested by the Indemnifying Party in connection therewith. No Indemnified Party may settle or compromise or permit a default or consent to the entry of any judgment with respect to any Third-Party Claim without the consent of the Indemnifying Party (which consent shall not be unreasonably withheld, denied, conditioned or delayed). If the Indemnifying Party shall assume the defense of any Third-Party Claim, the Indemnifying Party shall be entitled to (subject to the immediately following sentence) settle or compromise such Third-Party Claim only upon the prior written consent of the Indemnified Party (which shall not be unreasonably withheld, denied, conditioned or delayed, and which in any case shall include a complete and unconditional release of liability and no relief other than the payment of money). If the Indemnifying Party makes any payment on any Third-Party Claim, the Indemnifying Party shall be subrogated, to the extent of such payment, to all rights and remedies of the Indemnified Party to any insurance benefits or other claims of the Indemnified Party with respect to such Third-Party Claim and shall be entitled to pursue recovery against the applicable insurers or other Persons in respect of such benefits or other claims.

(b) Notwithstanding the foregoing, the Indemnifying Party shall not be entitled to assume control of a Third-Party Claim, if (i) the Indemnifying Party shall have failed, within twenty (20) Business Days after receipt of notice in respect of the applicable Third Party Claim, to assume the defense of such claim or to notify the Indemnified Party in writing that it will assume the defense of such claim or (ii) the named parties to any such action (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party and such Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to the Indemnified Party which are not available to, or the assertion of which would be adverse to the interests of, the Indemnified Party

(c) All Indemnified Parties shall use reasonable best efforts to mitigate Losses and Expenses for which such Indemnified Parties are entitled or may be entitled to indemnification

under this Article 8 upon and after becoming aware of any fact, event, circumstance or condition that has given rise to or would reasonably be expected to give rise to any such Losses or Expenses.

(d) For the avoidance of doubt, the Contributors may not seek contribution for indemnification from the Investors or the Company and the Company may not seek contribution for indemnification from the Contributors with respect to any of their indemnification obligations hereunder.

ARTICLE 9 TERM AND TERMINATION

9.1 Term. The term of this Agreement will commence on the Effective Date and will continue until the earlier of: (i) the term of each and every Service ("**Service Term**") has expired or been earlier terminated or (ii) this Agreement is terminated in accordance with this Article 9. Each Service Term is set out on Schedule A hereto.

9.2 Termination for Convenience.

(a) Either Party may terminate all or any part of the Services in accordance with clause (v) at the top of Schedule A hereto.

(b) If either Party terminates part of the Services, or a Service with respect to a given Station, the charges payable by Company under this Agreement will be equitably reduced to account for the reduction in Services provided.

9.3 Termination for Breach. Each Party will have the right to terminate this Agreement in whole or in part by giving to the other Party written notice of termination if (i) the other Party fails to make any payment due under this Agreement or perform any of the other obligations imposed upon it in any material respect under this Agreement, (ii) the non-breaching Party serves the breaching Party with a written notice of such failure, which notice states the nature of the failure, (iii) with respect to a monetary failure, Company does not cure the failure within ten (10) business days following delivery of the notice, but no more than two such cure periods shall be permitted in any six-month period, (iv) with respect to a non-monetary failure, the breaching Party does not cure the failure within thirty (30) days following delivery of the notice (provided, however, that if such default is not susceptible of cure within such thirty (30) calendar day period, the defaulting party shall be afforded a reasonable period of time to cure such default if it has commenced good faith efforts to implement such a cure), and (v) such breach is continuing at the time that the non-breaching Party delivers its notice of termination.

9.4 Effect of Termination.

(a) Upon termination or expiration of this Agreement or a Service, Provider and Company shall promptly return to each other any of the other Party's equipment and materials containing the other Party's Confidential Information that are in the other Party's possession or control and that are not required for use in connection with any non-terminated Services. No termination shall relieve a party of liability for failure to comply with this Agreement prior to termination.

(b) If a portion of the use or Services provided by this Agreement is terminated pursuant to the terms of this Agreement, then (i) all accrued and unpaid fees for any such Service or facility under this Agreement shall be due and payable within five (5) Business Days after termination of this Agreement with respect to such use or Service, and (ii) such partial termination shall not affect the other terms and conditions of this Agreement with respect to any other Service or facility then being provided pursuant to this Agreement, except in the case of a termination for default pursuant to Section 9.3. Subject to Section 2.6 and clause (v) at the top of Schedule A hereto, upon termination of any Service (including provision of use of and access to a Covered Facility), Provider will have no further obligation to provide the terminated Service or Covered Facility.

9.5 *Survival.* The following provisions of this Agreement will survive the termination or expiration of this Agreement: Articles 5, 6, 8 and 10 and Sections 9.4 and 9.5.

9.6 *Force Majeure.*

(a) Neither Party shall be liable for any default or delay in the performance of its non-monetary obligations under this Agreement if, and to the extent that, the default or delay is caused, directly or indirectly, by a Force Majeure Event. “*Force Majeure Event*” means an event such as a fire, flood, earthquake, war, act of terrorism, labor disputes, government or court action, failure of facilities, or act of God, with respect to which the non-performing Party is without fault and the default or delay results from causes beyond such Party’s reasonable control.

(b) If there is a Force Majeure Event, the non-performing Party is excused from further performance for as long as such circumstances prevail and the non-performing Party continues to use commercially reasonable efforts to recommence performance. Any Party so delayed shall promptly notify the Party to whom performance is due and describe the circumstances causing the delay.

(c) Company shall not be responsible for any charges or other amounts for Services that are not performed, including as a result of a Force Majeure Event.

(d) A performance failure of a subcontractor shall not be a Force Majeure Event for Provider, unless the subcontractor’s performance failure was caused by a force majeure event.

**ARTICLE 10
MISCELLANEOUS**

10.1 *Construction.* The rules of construction set forth in Section 10.2 of the Contribution Agreement will also apply to this Agreement.

10.2 *Further Assurances.* Each Party will take such actions and execute such documents as are reasonably requested by the other Party to effect the purposes of this Agreement (including the transition of Services to Company).

10.3 *Continued Performance.* Each Party will continue performing its obligations under this Agreement while any dispute is being resolved.

10.4 Relationship of the Parties. Each Party will be deemed to be an independent contractor and not an agent, joint venturer or representative of the other Party. Neither Party will have the right to create any obligations or responsibilities on behalf of or in the name of the other Party. Neither Party will hold itself out as a partner, employee, franchisee, representative, servant or agent of the other Party.

10.5 Remedies. The rights and remedies of the Parties hereto will be cumulative. Each Party agrees that: (a) in the event of any breach or threatened breach by another Party of any covenant, obligation or other provision set forth in this Agreement, such Party will be entitled (in addition to any other remedy that may be available to it) to (i) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision and (ii) an injunction restraining such breach or threatened breach; and (b) no Person will be required to provide any bond or other security in connection with any such decree, order or injunction or in connection with any related Action.

10.6 Waiver. The failure of any Party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

10.7 Notices. All notices and other communications among the Parties shall be in writing and shall be deemed to have been duly given (i) when delivered in person, (ii) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (iii) when delivered by FedEx or other nationally recognized overnight delivery service or (iv) when delivered by telecopy (with respect to this clause (iv), solely if receipt is confirmed), addressed as follows:

If to Provider:

c/o Emmis Radio, LLC
One Emmis Plaza
40 Monument Circle
Suite 700
Indianapolis, Indiana 46204
Attn: Scott Enright
Tel: (317) 684-6565
Facsimile: (317) 684-5583

If to the Company:

Merlin Media, LLC
[Address]

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

GTCR L.L.C.
300 N. LaSalle Street

Suite 5600
Chicago, IL 60654
Attn: Christian McGrath
Phone: (312) 382-2200
Facsimile: (312) 382-2201

or to such other address or addresses as the Parties may from time to time designate in writing.

10.8 Assignment. No Party shall assign this Agreement or any part thereof without the prior written consent of the other Party, which shall not be unreasonably withheld, except that Company may assign or transfer its rights and obligations hereunder upon written notice to but without Provider's consent to (i) an Affiliate or (ii) an entity which acquires all or substantially all of the assets of Company or the New York Station, whether by merger, sale or otherwise, in either case who assumes this Agreement in writing. No assignment shall relieve a Party of any obligations or liabilities under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

10.9 Rights of Third Parties. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties hereto, any right or remedies under or by reason of this Agreement.

10.10 Expenses. Except as expressly provided herein, each Party shall bear its own expenses incurred in connection with this Agreement and the transactions herein contemplated whether or not such transactions shall be consummated, including all fees of its legal counsel, financial advisers and accountants. No Party may make any offset against amounts due to any other Party pursuant to this Agreement, the Related Documents or otherwise.

10.11 Governing Law. This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement, the transactions contemplated hereby, the negotiation, execution or performance hereof, or the inducement of any Party to enter into this Agreement and the other documents to be delivered pursuant hereto, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise, shall be governed by, and construed in accordance with, the Laws of the State of New York, including all matters of construction, validity and performance, in each case without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

10.12 Captions; Counterparts. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.13 Schedules, Exhibits and Annexes. The Schedules referenced herein are a part of this Agreement as if fully set forth herein. All references herein to articles, sections,

clauses, paragraphs and Schedules shall be deemed references to such parts of this Agreement, unless the context shall otherwise require.

10.14 *Entire Agreement.* This Agreement (together with the Schedules hereto) constitutes the entire agreement among the Parties relating to the transactions contemplated hereby and supersedes any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties hereto or any of their respective Subsidiaries or Affiliates relating to the transactions contemplated hereby. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the transactions contemplated by this Agreement exist between the Parties except as expressly set forth in this Agreement (together with the Schedules hereto).

10.15 *Amendments.* This Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing executed in the same manner as this Agreement and which makes reference to this Agreement.

10.16 *Publicity.* All press releases or other public communications of any nature whatsoever relating to the transactions contemplated by this Agreement, and the method of the release for publication thereof, shall be subject to the prior mutual approval of the Parties, which approval shall not be unreasonably withheld by any Party, except as, and to the extent that, any such Party shall be so obligated by Law or the rules of any stock exchange or the SEC, in which case the other Party shall be advised and the Parties shall use commercially reasonable efforts to cause a mutually agreeable release, announcement or other disclosures to be issued; provided that the foregoing shall not preclude communications or disclosures necessary to implement the provisions of this Agreement.

10.17 *Severability.* If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties to the fullest extent possible.

10.18 *Consent to Jurisdiction; Service of Process; Waiver of Jury Trial.*

(a) Each of the Provider, on the one hand, and Company, on the other hand, agrees that any dispute, controversy or claim arising out of or relating to this Agreement or the transaction contemplated thereby shall be resolved only in the Courts of the State of New York sitting in the County of New York or the United States District Court for the Southern District of New York and the appellate courts having jurisdiction of appeals in such courts. In that context, and without limiting the generality of the foregoing, each of the Provider, Company, by this Agreement irrevocably and unconditionally:

(i) submits for itself and its property in any Action relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the Courts of the State of New York sitting in the County of New York, the court of the United States of America for the Southern District of New York and appellate courts having jurisdiction of appeals from any of the foregoing and agrees that all claims in respect of any such Action shall be heard and determined in such New York State court or, to the extent permitted by Law, in such federal court;

(ii) consents that any such Action may and shall be brought in such courts and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such Action in any such court or that such Action was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such Action may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Party at its address as provided in Section 10.7; and

(iv) agrees that nothing in this Agreement or any Related Document shall affect the right to effect service of process in any other manner permitted by the Laws of the State of New York.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.18(b).

10.19 *Compliance with Communications Act.* The transactions contemplated by this Agreement are intended to comply with the Communications Act of 1934, as amended, and the rules of the Federal Communications Commission. Such transactions will not be deemed to constitute “joint sales,” “time brokerage,” or “local marketing” arrangements, and this Agreement will not give Provider any rights to control the policies, operations, management or programming of the Stations.

10.20 *Execution in Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more

counterparts have been signed by each of the Parties hereto and delivered to Provider and Company. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic "pdf" signature shall be as effective as delivery of a manually executed counterpart of this Agreement.

10.21 *Time is of the Essence.* With respect to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

10.22 *Non-Recourse.* This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against, the entities that are expressly named as Parties and then only with respect to the specific obligations set forth herein with respect to such Party. Except to the extent a named Party to this Agreement (and then only to the extent of the specific obligations undertaken by such named Party in this Agreement and not otherwise), no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or representative of any Party or of any Affiliate of any of the foregoing shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any one or more of Company or Provider under this Agreement (whether for indemnification or otherwise) of or for any claim based on, arising out of or related to this Agreement or the transactions contemplated hereby.

13313917

IN WITNESS WHEREOF, the Parties hereto have caused this Transition and Shared Services Agreement to be duly executed as of the date first written above.

Provider:

EMMIS RADIO, LLC

By: _____

Name:

Title:

Company:

MERLIN MEDIA, LLC

By: _____

Name:

Title:

Schedule A

Services

All of the following Services are subject to the following terms:

(i) Provider's obligation to provide a Service is subject to any necessary third party consent;

(ii) Services will be provided in substantially the same manner (with such changes as are reasonably necessary to provide the Services to a business that is external rather than internal to Provider) and will include substantially the same scope as provided during the period of Provider's ownership of the Stations (but particular tasks in the service descriptions below may be omitted from this Schedule A);

(iii) Company shall comply with all applicable terms of third party contracts, leases, licenses and other agreements related to the Services;

(iv) Provider's obligation with respect to Services procured from third party vendors shall be limited to commercially reasonable efforts to maintain such Services in the ordinary course of business (*e.g.*, telephone services, internet services, security services, janitorial services); and

(v) Without limiting Company's rights or obligations under Section 2.6 of the main body of this Agreement, any Service Term described below as "ongoing" may be terminated at any time by either Party by written notice to the other Party so long as the non-terminating Party is provided commercially reasonable time to transition such Service, but not more than 180 days, and Provider continues to provide and Company continues to pay for the terminated Service during such transition time. The Parties will cooperate in good faith to expedite such transition.

1) ADMINISTRATIVE SERVICES

a) Facilities Support – With respect to the New York Station's studio and office facilities:

i) Unless the shared studio and office use described in Section 11 of the LMA is replaced at Closing with a direct lease or sublease by Company or a replacement studio and office, then the Parties will continue such shared use on the terms set forth therein, which are incorporated herein.

ii) Procure or provide security guards, maintenance, janitorial, shipping/receiving and receptionist services.

iii) The Service Term for this Service is on-going.

b) Financial Reporting – With respect to all three of the Stations:

i) Provide a data feed for migration of client records, vendor records, and trial balance details.

ii) Obtain and aggregate data extracts from Lawson General Ledger and otherwise reasonably facilitate financial reporting for Company.

iii) The Service Term for this Service commences on the LMA Effective Date and continues for a period of 180 days thereafter.

2) **TRAFFIC SERVICES**

a) **With respect to the New York Station:**

i) Schedule orders for commercials;

ii) Schedule time slots for commercials;

iii) Produce daily logs of commercials and time slots for commercials and post such logs on a daily basis; and

iv) Match commercials to available time slots.

b) The Service Term for this Service commences on the LMA Effective Date and is ongoing.

3) **ACCOUNTS RECEIVABLE MANAGEMENT SERVICES**

a) **With respect to the New York Station:**

i) Bill customers;

ii) Post log reconciliations;

iii) Post cash collected; and

iv) Make collection calls.

b) The Service Term for this Service commences on the LMA Effective Date and is ongoing.

4) **INFORMATION TECHNOLOGY AND ENGINEERING**

a) **Management of Supported Software and Supported Hardware – With respect to the New York Station’s studio and office facilities and any Supported Software and Supported Hardware that is shared by the New York Station and the Retained Stations when commercially reasonable:**

i) To the extent used in the operation of such Station prior to the LMA Effective Date but not conveyed to Company at Closing, provide use of, support, manage and maintain all

systems, applications, databases and hardware used by the Station to perform the Services or that are used to support the Station (collectively, “*Supported Software*” and “*Supported Hardware*,” respectively), including all such other items used from time to time by or on behalf of the Station, except for any such systems, applications, databases and hardware for which Company assumes responsibility or elects to remove from the scope of the Services during the term of this Agreement.

ii) Provide Company reasonable access to the Supported Software and Supported Hardware as required to receive the Services.

iii) Service the transmitter and antenna for the New York Station (“*RF Engineering Service*”).

iv) The Service Term for this Service commences on the LMA Effective Date and continues for a period of 90 days thereafter, except as to RF Engineering Service, which is ongoing.

b) Communications Services – With respect to the New York Station’s studio and office facilities:

i) Support, provide use of, manage and maintain (but with no requirement to upgrade) the telephone and voicemail systems existing immediately prior to the LMA Effective Date and related Supported Software and Supported Hardware that are used by such Station immediately prior to the LMA Effective Date, except for any systems, applications and hardware for which Company assumes responsibility or elects remove from the scope of the Services during the term of this Agreement (such systems, applications and hardware, the “*Supported Communications Software and Hardware*” and such Services, the “*Communications Services*”).

ii) Perform all routine maintenance and updates with respect to Supported Communications Software and Hardware. Provider shall use commercially reasonable efforts to cause all such Communications Services and Supported Communications Software and Hardware to be available to Company 24x7.

iii) The Service Term for this Service commences on the LMA Effective Date and is ongoing, except that the Service Term for support of mobile phones is 90 days thereafter.

c) Email Services – With respect to all three of the Stations:

i) Support, provide use of, manage and maintain the email systems (Microsoft Exchange) existing immediately prior to the LMA Effective Date and related Supported Software and Supported Hardware for Company personnel, except for any systems, applications and hardware for which Company assumes responsibility or elects to remove from the scope of the Services during the term of this Agreement (the “*Email Services*”), including, to the extent included in the systems immediately prior to the LMA Effective Date, and subject to Company’s use of virus protection software identified by Provider:

(1) Administrative support, such as adding, deleting and renaming user mailboxes, and creating distribution lists and public folders;

- (2) Forward employees' emails to new email addresses;
- (3) Transfer historical emails to Company;
- (4) Providing remote access to the Microsoft Exchange server for mobile devices;
and
- (5) Technical support, such as monitoring message queues and servers, verifying capacity constraints do not occur, troubleshooting and resolving email problems, and related services.

ii) The Service Term for this Service commences on the LMA Effective Date and continues for a period of 90 days thereafter.

d) End User Computing Services – With respect to the New York Station's studio and office facilities:

i) With respect to all items substantially similar to those items used by Provider for its other New York stations, support, manage and maintain all desktop and laptop personal computers, notebooks and workstations required to perform the Services or that are used from time to time to support such Station, including those used by remote users such as home and traveling users and users at external sites, and associated software, except for any systems, applications and hardware for which Company assumes responsibility or elects remove from the scope of the Services during the term of this Agreement (together, the "*End User Computing Services*").

ii) The Service Term for this Service commences on the LMA Effective Date and continues for a period of 90 days thereafter.

e) Software Support Services.

i) To the extent used in the operation of a Station prior to the LMA Effective Date but not conveyed to Company at Closing, support, provide use of, manage and maintain all stand-alone and shared software applications existing immediately prior to the LMA Effective Date, including applications related to radio traffic, sales and billing; on air automation; Internet content management; and expense reporting management, except for any systems, applications and hardware for which Company assumes responsibility or elects to remove from the scope of the Services during the term of this Agreement (the "*Software Support Services*"), including the following applications which will be used to perform certain of the Services:

Service	System or Software to be Used
Financial reporting	Lawson General Ledger, Accounts Payable and Fixed Assets
Radio operations related to traffic, sales and billing for New York Station	Marketron

On air automation system for Stations in Chicago	WideOrbit Scott Studios SS32
On air automation system for Station in New York	Dalet
Internet content management	BaseStation
Expense reporting management	Concur
Data networking and internet services	Utilize WAN and service providers used immediately prior to Closing
Computers and Software	Utilize computers and software used immediately prior to Closing, e.g., Microsoft desktop software
Communication Infrastructure	Utilize telecom and email infrastructure used immediately prior to Closing
Disaster Recovery	Utilize back-up solution provided by BrightStor and offsite tape back-up solution provided by Recall and Iron Mountain

ii) The Service Term for this Service commences on the LMA Effective Date and is on-going.

f) Data Networking and Internet Services – With respect to the New York Station’s studio and office facilities:

i) To the extent used in the operation of such Station prior to the LMA Effective Date but not conveyed to Company at Closing, support, provide use of, manage and maintain the local area network (“*LAN*”) and wide area network (“*WAN*”) as well as access to the Internet, all as existing immediately prior to the LMA Effective Date.

ii) Perform network administration including physical network connectivity to host services (both intranet and Internet), administering end user IDs and network account management, file and network printer usage, network storage space and remote access.

iii) The Service Term for this Service commences on the LMA Effective Date and is on-going.

g) End User Support Services – With respect to the New York Station’s studio and office facilities and any Supported Software and Supported Hardware that is shared by the New York Station and the Retained Stations when commercially reasonable:

Providing end user support using commercially efforts in the ordinary course of business to:

i) Resolve end user inquiries and requests including with respect to Supported Software and Supported Hardware.

ii) Correct all conditions that cause, any Supported Software to fail to operate, to produce invalid results or to operate inefficiently, including attempting to restore end user data and software to a functional state (the “*End User Support Services*”).

iii) The Service Term for this Service commences on the LMA Effective Date and is ongoing.

h) Server Support and Maintenance Services – With respect to the New York Station’s studio and office facilities and any servers that are shared by the New York Station and the Retained Stations when commercially reasonable:

i) To the extent used in the operation of a Station prior to the LMA Effective Date but not conveyed to Company at Closing, support, provide use of, manage and maintain servers in the ordinary course of business running the operating environments.

ii) The Service Term for this Service commences on the LMA Effective Date and is ongoing.

i) Help Desk Services – With respect to the New York Station’s studio and office facilities and any Supported Software and Supported Hardware that is shared by the New York Station and the Retained Stations when commercially reasonable:

i) To the extent used in the operation of the Station prior to the LMA Effective Date, provide a single point of contact help desk (“*Provider Help Desk*”) responsible for providing Company personnel with help desk support (including by responding to Company personnel inquiries and requests) with respect to their use of the Services, Supported Hardware and Supported Software.

ii) Escalate problems and/or incidents in accordance with any guidelines that may be mutually agreed to by the Parties.

iii) The Service Term for this Service commences on the LMA Effective Date and is ongoing.

j) Business Continuity and Disaster Recovery Services – With respect to the New York Station’s studio and office facilities:

i) Consistent with the Station’s procedures existing immediately prior to the LMA Effective Date, perform business continuity and disaster recovery services including maintaining any existing procedures for the retention, protection, recovery and survival of information and information technology related to the Station.

ii) The Service Term for this Service commences on the LMA Effective Date and is ongoing.