

STERNS & WEINROTH
A PROFESSIONAL CORPORATION
50 West State Street
Suite 1400
P. O. Box 1298
Trenton, New Jersey 08607
(609) 392-2100
Attorneys for Defendants

**SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION - MERCER COUNTY
GENERAL EQUITY PART
DOCKET NO. C-0043-04 (MER)**

MILLENNIUM SHORE ASSET HOLDCO,
LLC,

Plaintiff,

v.

NASSAU BROADCASTING I, L.L.C.,
NASSAU BROADCASTING II, L.L.C. and
NASSAU BROADCASTING PARTNERS,
L.P.,

Defendants.

Civil Action

SETTLEMENT AGREEMENT

1. Nassau will sell WCHR-FM and WOJZ-FM to Millennium for the sum of \$40 million.
2. The purchase price shall be paid as follows:
 - a. \$36 million at the WCHR closing to be held by June 21, 2004 unless the parties agree to extend the time.
 - b. \$2 million to be placed in escrow with the escrow agent utilized by the parties in their previous agreement, simultaneous with the WCHR closing and the execution of an Asset Purchase Agreement for WOJZ.
 - c. \$2 million at closing on WOJZ.

3. Upon 10 days notice, Millennium shall have the option to LMA WOJZ based on the following terms. There shall be no LMA fee payable on WOJZ for the first 12 months following execution of the LMA. Subsequently, Millennium will pay \$30,000 per month as an LMA fee until the closing on WOJZ, which shall be on initial grant. Closing shall be with 10 days' notice following initial grant.

4. The purchase price shall be allocated as follows:

\$14 million - WOJZ
\$12 million - WCHR
\$14 million - 5 year non-compete

5. The five year non-compete agreement shall be a non-contour overlap as defined in the parties' prior APA for WCHR with agreed upon carveouts for existing stations WPST-FM, WTHK-FM, WHWH-AM, WCHR-AM, WPHY-AM and WOJZ-FM if it is returned to Nassau.

6. There shall be an unwind agreement for WCHR that provides for management of sale of the assets by Millennium with Nassau's cooperation to transfer the license in the event of no final FCC approval, with Millennium receiving full benefit of any increase in the sales price and the risk of any decrease.

7. There shall be an unwind agreement for WOJZ for \$14 million substantially similar to the type contained in the parties' prior APA for the five radio stations.

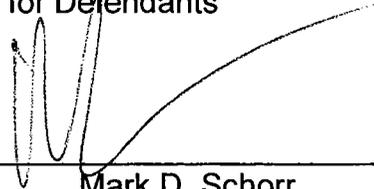
8. Millennium shall not receive any credits against the purchase price on account of LMA payments previously made under the parties' prior agreement for WCHR, it being understood that such payments commenced in mid-November 2003 and will continue until the closing date pro-rated on a per diem basis.

9. The Asset Purchase Agreements and the WOJZ LMA shall have no time limitations as to closing and shall be fully assignable by Millennium to third parties without consent.

10. Upon the closing of WCHR, the parties shall dismiss the Complaint with prejudice and without costs to any party, with the Court maintaining jurisdiction to enforce the terms of the settlement.

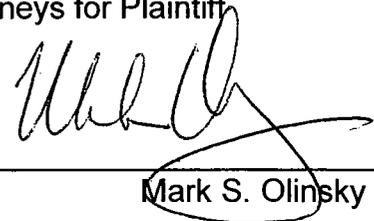
11. The Asset Purchase Agreements, the WOJZ LMA, the escrow agreement and any additional documents required for closing shall be drafted by counsel for the parties.

STERNS & WEINROTH
A Professional Corporation
Attorneys for Defendants

By: 
Mark D. Schorr

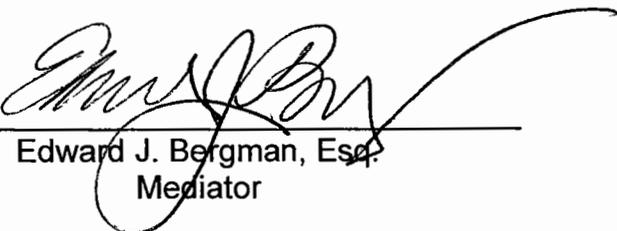

Louis F. Mercatanti

**SILLS CUMMIS RADIN TISCHMAN
EPSTEIN & GROSS**
Attorneys for Plaintiff

By: 
Mark S. Olinsky



James Donahue



Edward J. Bergman, Esq.
Mediator