

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this “Agreement”) is made and entered into as of October 21, 2013, by and among Digits, LLC, a Delaware limited liability company (“Digits Parent”), GR Merger Sub, LLC, a Delaware limited liability company and indirect wholly-owned subsidiary of Digits Parent (“GR Merger Sub”), GoodRadio.TV, LLC, a Florida limited liability company (the “Company”), Verax Capital Partners, L.P., a Delaware limited partnership (“VCP”), and Verax Radio Partners, L.P., a Delaware limited partnership (“VRP” and, together with VCP, “Verax”). Digits Parent, GR Merger Sub, the Company and Verax may sometimes be referred to individually as a “Party” and, collectively, as the “Parties.”

RECITALS

WHEREAS, the Company and its subsidiaries own or lease the assets relating to, and operate, the radio broadcast stations identified on Exhibit A hereto (the “Stations”) and operate such Stations pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC” and, such authorizations, the “FCC Licenses”);

WHEREAS, Digits Parent desires to acquire, indirectly, the Company by merging GR Merger Sub with and into the Company, with the Company as the surviving limited liability company existing under the laws of the State of Florida (the “Merger”), and Verax desires the same;

WHEREAS, the Parties desire to consummate the Closing simultaneously with the consummation and closing of the acquisition by a subsidiary of Digits Parent of substantially all of the assets of the radio broadcast stations of NextMedia Group, Inc. and its subsidiaries pursuant to the Asset Purchase Agreement dated as of October 8, 2013, by and among NextMedia Group, Inc., The Mile High Trust, LLC, NM Acquisition Sub, LLC and Palm Beach Broadcasting, LLC (the “NextMedia Transaction”) (it being understood that NM Acquisition Sub, LLC has entered into a definitive agreement to sell substantially all of the assets of the radio broadcast stations currently owned by The Mile High Trust, LLC);

WHEREAS, the Board of Managers of Digits Parent, the Board of Managers of the Company and the sole member of GR Merger Sub each have approved and declared advisable this Agreement and determined that it is in the best interests of the members of Digits Parent, the Company and GR Merger Sub that each such Party execute and deliver this Agreement and consummate the Merger pursuant to and subject to the terms and conditions of this Agreement, the Florida Limited Liability Company Act, Chapter 608 of the Florida Statutes, as in effect from time to time (the “Florida Act”), and the Limited Liability Company Act of the State of Delaware, as in effect from time to time (the “Delaware Act”);

WHEREAS, as provided in Sections 2.2 and 9.5(g) of the Company’s Amended and Restated Limited Liability Company Agreement (as amended to date, the “Company LLC Agreement”), Section 608.4352 of the Florida Act (Right of Members to Appraisal) does not apply to the Company;

WHEREAS, after giving effect to the Company’s outstanding indebtedness, as set forth on Exhibit B (together with any interest accrued thereon as of the Closing Date, “Company”

Indebtedness”), the Board of Managers of the Company has determined that no funds are currently available, and that no funds are likely to be available in the foreseeable future, for distribution to the holders of the limited liability company interests in the Company, inclusive of the issued and outstanding Class A Units, Class B Units, Class C Units and Class D Units (each as defined in the Company LLC Agreement) as set forth on Exhibit C (collectively, the “Company Interests”); and

WHEREAS, on the Closing Date, immediately prior and/or immediately after the consummation and closing of the Merger, the existing Company Indebtedness will be satisfied, discharged and cancelled, and the holders of Company Indebtedness will receive consideration in exchange therefor as set forth on Exhibit B, including (i) Verax, which will receive limited liability company interests in Digits Parent in accordance with the Debt Cancellation and Contribution Agreement dated as of the date hereof by and among, Verax, Digits Parent and the Company (the “Verax Debt Cancellation”), and (ii) Fortress Value Recovery Fund I, LLC and Bernard National Loan Investors, LTD (collectively, “Fortress”), which will receive limited liability company interests in Digits Parent and cash payments in accordance with the Debt Cancellation and Contribution Agreement dated as of the date hereof by and among, Fortress, Digits Parent and the Company (the “Fortress Debt Cancellation”).

AGREEMENT

NOW, THEREFORE, in consideration of the transactions contemplated by the Agreement and the mutual covenants and agreements contained therein, and for other good and valuable consideration already received and acknowledged, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I **THE MERGER AND CONVERSION OF SECURITIES**

Section 1.1 The Merger.

(a) Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Florida Act and the Delaware Act, at the Effective Time, GR Merger Sub shall be merged with and into the Company. As a result of the Merger, the separate existence of GR Merger Sub shall cease and the Company shall continue as the survivor of the Merger (the “Surviving Company,” or the “Company” as the context herein shall require), as a Florida limited liability company and an indirect wholly-owned subsidiary of Digits Parent.

(b) Effective Time. At the Closing, the Parties shall cause the Merger to be consummated by the filing of a certificate of merger with the Department of State of the State of Florida, duly executed and acknowledged by the Parties in accordance with the Florida Act (the “Florida Certificate of Merger”), and the filing of a certificate of merger with the Secretary of State of the State of Delaware, duly executed and acknowledged by the Company in accordance with the Delaware Act (the “Delaware Certificate of Merger”), and the Company, Digits Parent and GR Merger Sub shall make any other recordings or filings required under the Florida Act or the Delaware Act or any other applicable law as may be required to consummate the Merger. The Merger shall become effective when both the Florida Certificate of Merger and the

Delaware Certificate of Merger have been so filed (such time as the Merger becomes effective, the “Effective Time”).

(c) Effects. At the Effective Time, the effect of the Merger shall be as provided in this Agreement and the applicable provisions of the Florida Act and the Delaware Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the rights, privileges, powers and franchises of GR Merger Sub and the Company shall vest in the Surviving Company, and all debts, liabilities and duties of GR Merger Sub and the Company shall become the debts, liabilities and duties of the Surviving Company.

(d) Officers. The officers of GR Merger Sub immediately prior to the Effective Time shall be the only officers of the Surviving Company, in each case, until the earlier of their resignation or removal by the member of the Surviving Company. The Surviving Company shall have no board of managers or similar governing body and shall be a member-managed company.

(e) LLC Agreement. As of the Effective Time, the Company LLC Agreement shall be of no further force or effect, and the Surviving Company shall adopt a limited liability company agreement substantially in the form of GR Merger Sub’s limited liability company agreement as of immediately prior to the Effective Time (with references therein to the Delaware Act being replaced with references to the Florida Act).

Section 1.2 The Closing.

(a) Time of Closing. Upon the terms and subject to the conditions of this Agreement, the closing of the Merger (the “Closing”) shall occur simultaneously with the consummation and closing of the NextMedia Transaction, subject to the satisfaction or waiver of the conditions to closing set forth in Article IV (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions) and shall take place at the offices of Dow Lohnes PLLC, 1200 New Hampshire Avenue, N.W., Suite 800, Washington, DC 20036, or at such other time or place as the Parties may agree. The date on which the Closing is held is referred to herein as the “Closing Date”. The Merger shall be deemed effective at and as of the Effective Time on the Closing Date.

(b) Waiver of Final Order Closing Condition. In the event that Digits Parent and GR Merger Sub, in their sole discretion, waive the condition to Closing set forth in Section 4.1(d) that the FCC Consent shall have become a Final Order, so long as (i) the FCC Consent shall have been obtained and shall be in full force and effect (even if it has not become a Final Order) and (ii) no petition to deny or informal objection was filed with respect to the FCC Application within the thirty (30) days following the issuance of public notice that the FCC Application was accepted for filing, then, notwithstanding Section 4.1(d) or 4.2(d) (which, notwithstanding anything in this Agreement to the contrary, the Company shall be deemed to have waived), the Parties shall proceed to the Closing on the Closing Date designated by Digits Parent (subject to the satisfaction or waiver of the other conditions to Closing set forth in Article IV (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions)) and, in connection with the Closing, shall enter into an unwind agreement substantially in the form of Exhibit D and/or such other financing arrangements and/or agreements as the Financing Sources may reasonably request (including,

without limitation, delivery of a letter of credit providing credit support for the obligations of Dignity Media and its affiliates to such lenders in the event the transaction is unwound) such that the Parties may consummate the Closing on the Closing Date.

Section 1.3 Company Liabilities. In connection with the Merger, the Surviving Company shall assume and continue to be responsible for all of the liabilities of GR Merger Sub and of the Company as are not paid, satisfied, discharged or otherwise cancelled as of the Effective Time; provided that all of the Company Indebtedness will be satisfied and discharged as set forth on Exhibit B pursuant to and in accordance with Section 3.8 below. The Board of Managers of the Company has determined that (a) the total amount of the Company Indebtedness exceeds the fair market value of the Company's assets (as determined by such Board of Managers in good faith pursuant to Sections 14.1 and 14.2 of the Company LLC Agreement), and thus that no funds of the Company are currently available, and that no such funds are likely to be available in the foreseeable future, for distribution to the holders of the Company Interests, and (b) the Surviving Company's continuing responsibility for all of the liabilities of the Company not paid, satisfied, discharged or otherwise cancelled as of the Closing (including the satisfaction and discharge of the Company Indebtedness set forth on Exhibit B pursuant to and in accordance with Section 3.8 below), collectively constitute fair and adequate consideration for the Merger. No consideration shall be paid in the Merger to any Company Member in exchange for, or in respect of, his, her or its Company Interests and/or cancellation thereof as provided in Section 1.5.

Section 1.4 Effect of Merger on Limited Liability Company Interests in GR Merger Sub. At and as of the Effective Time, each issued and outstanding limited liability company interest in GR Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted by virtue of the Merger, and without any action on the part of Dignity Parent, GR Merger Sub or any other person, into and become and represent all of the issued and outstanding limited liability company interests in the Surviving Company, so that, immediately following the Effective Time, Dignity Parent will be the indirect holder of all of the issued and outstanding limited liability company interests in the Surviving Company.

Section 1.5 Effect of Merger on Company Interests. At and as of the Effective Time, by virtue of the Merger and without any action on the part of Dignity Parent, GR Merger Sub, the Company or any other person, each Company Interest (regardless of whether such Company Interest is a Class A Unit, Class B Unit, Class C Unit or Class D Unit (whether vested or unvested)) issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist. In addition, at and as of the Effective Time, any options, warrants, phantom equity or other rights to acquire any Company Interests shall be cancelled and of no further force or effect.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of Dignity Parent. Dignity Parent represents and warrants to the Company and Verax that (a) Dignity Parent is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, with full power and authority to execute and deliver this Agreement and to perform its obligations

hereunder and otherwise in connection with the Merger, (b) the execution, delivery and performance of this Agreement by Digits Parent have been duly authorized and approved by all necessary limited liability company action of Digits Parent and its sole member (as of the date hereof) and do not require any further authorization, and (c) this Agreement has been duly executed on behalf of Digits Parent and constitutes a valid and legally binding obligation of Digits Parent, enforceable against Digits Parent in accordance with its terms, subject to the effect of bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium or similar laws relating to creditors' rights generally and general equitable principles.

Section 2.2 Representations and Warranties of GR Merger Sub. GR Merger Sub represents and warrants to the Company and Verax that (a) GR Merger Sub is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and otherwise in connection with the Merger, (b) the execution, delivery and performance of this Agreement by GR Merger Sub have been duly authorized and approved by all necessary limited liability company action of GR Merger Sub and its sole member and do not require any further authorization, and (c) this Agreement has been duly executed on behalf of GR Merger Sub and constitutes a valid and legally binding obligation of GR Merger Sub, enforceable against GR Merger Sub in accordance with its terms, subject to the effect of bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium or similar laws relating to creditors' rights generally and general equitable principles.

Section 2.3 Representations and Warranties of the Company. The Company represents and warrants to Digits Parent and GR Merger Sub that (a) the Company is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Florida, with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and otherwise in connection with the Merger, (b) except for the Requisite Consent, the execution, delivery and performance of this Agreement by the Company have been duly authorized and approved by all necessary limited liability company action of the Company and its members and do not require any further authorization by the Company and its members; provided, however, that (i) the Board of Managers of the Company has approved this Agreement and the Merger, (ii) the Merger constitutes an "Approved Sale" for purposes of the Company LLC Agreement, and (iii) under the Company LLC Agreement, the Board of Managers of the Company has the power and authority to approve this Agreement and the Merger on behalf of the holders of Company Interests with the right to vote with respect to the approval of this Agreement or the Merger ("Company Members"), (c) this Agreement has been duly executed on behalf of the Company and constitutes a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to the effect of bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium or similar laws relating to creditors' rights generally and general equitable principles, (d) the issued and outstanding Company Interests are as set forth on Exhibit C and are the only issued and outstanding equity interests in the Company (and no person has any option, warrant, phantom equity or other right to acquire any Company Interests or other equity interests in the Company), and no person has any right to cause the Company to issue or grant any of the foregoing, (e) except as set forth in the Company LLC Agreement, there is no voting arrangement or understanding, whether by proxy, power of attorney, voting agreement, voting trust or otherwise with respect to any of the Company Interests, (f) all of the equity interests in the Company's direct and indirect subsidiaries are owned, directly or indirectly, by the Company, and (g)

Exhibit B sets forth all of the Company Indebtedness, all of which shall be cancelled and satisfied and discharged in full (with any and all liens thereunder against the Company and its subsidiaries terminated and released) in connection with the Closing, in each case, as set forth on Exhibit B. “Requisite Consent” means, collectively, any and all consents, approvals and/or ratifications as may be required under the Delaware Act, the Florida Act, the Company LLC Agreement, and/or any other applicable law, to authorize, approve, and/or ratify this Agreement and the Merger, as applicable.

Section 2.4 Representations and Warranties of Verax. Verax represents and warrants to Dignity Parent and GR Merger Sub that (a) each of VCP and VRP is a limited partnership duly formed, validly existing and in good standing under the laws of the State of Delaware, with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and otherwise in connection with the Merger, (b) the execution, delivery and performance of this Agreement by each of VCP and VRP have been duly authorized and approved by all necessary limited partnership action of each of VCP and VRP, its general partner and its limited partners (as required) and do not require any further authorization, and (c) this Agreement has been duly executed on behalf of each of VCP and VRP and constitutes a valid and legally binding obligation of each of VCP and VRP, enforceable against each of VCP and VRP in accordance with its terms, subject to the effect of bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium or similar laws relating to creditors’ rights generally and general equitable principles.

ARTICLE III COVENANTS

Section 3.1 General. Each of the Parties shall use its commercially reasonable efforts to take all actions and to do all things necessary, proper, or advisable in order to consummate and make effective the Merger (including satisfaction of the closing conditions set forth in Article IV and the satisfaction and discharge of such Company Indebtedness and related liens as required under this Agreement).

Section 3.2 Approval. By executing this Agreement, Verax hereby irrevocably consents to and approves the adoption of this Agreement and the Merger. At any meeting of the Company Members, and at every adjournment thereof, and on every action or approval by written consent of the Company Members, if any, Verax shall vote in favor of the adoption of this Agreement and the approval of the Merger and against any matter that could hinder, impede or delay the consummation of the Merger. Except in connection with the Merger, Verax agrees not (a) to sell, transfer, pledge, encumber, assign or otherwise dispose of (any of the foregoing, a “Transfer”), or enter into any contract, option or other arrangement or understanding with respect to any Transfer by Verax of, any of its Company Interests or offer any interest in or right to acquire any of its Company Interests to any person, (b) to enter into any voting arrangement or understanding, whether by proxy, power of attorney, voting agreement, voting trust or otherwise with respect to any of its Company Interests, or (c) to take any action that would make any representation or warranty of Verax contained herein untrue or incorrect or have the effect of preventing or disabling Verax from performing its obligations under this Agreement.

Section 3.3 Requisite Consent. Following the date of this Agreement, and as promptly as practical thereafter in accordance with all notice and time requirements under applicable law,

the Company and the Board of Managers of the Company, acting through such representatives of the Company as are designated and authorized thereby, shall take all actions reasonably necessary to obtain all approvals, consents and ratifications described in Section 2.3 above to ensure that the Requisite Consent is attained in full prior to the Closing. In the furtherance thereof, the Board of Managers of the Company shall provide notice to the Company Members (and to each other holder of Company Interests), in a form reasonably acceptable to Digits Parent and which complies applicable law, (a) that the Board of Managers of the Company has approved this Agreement and the Merger in accordance with its authority under the Company LLC Agreement, and that the Company has entered into this Agreement on the basis of such approval, (b) that encloses this Agreement and provides a summary of the material terms hereof, (c) that, in accordance with the Company LLC Agreement, each Company Member is required to take all necessary and desirable actions, and shall specifically refrain from exercising dissenters', appraisal or other similar rights, in connection with the consummation of the Merger, and (d) that, in accordance with the Company LLC Agreement, each Company Member shall ratify this Agreement and the Merger and all actions taken to date thereunder and approve this Agreement and the Merger as instructed in such notice.

Section 3.4 Operation of Business. Except as expressly contemplated hereby, required by applicable law, or consented to in writing by Digits Parent (such consent not to be unreasonably withheld, conditioned or delayed), from the date hereof through and including the Closing Date, the Company shall not, and shall not permit any of its subsidiaries to engage in any practice, take any action or enter into any transaction outside the ordinary course of business consistent with past practice. Without limiting the generality of the foregoing, from the date hereof through and including the Closing Date, none of the Company or any of its subsidiaries shall: (a) declare, set aside, or pay any distribution with respect to any Company Interests, (b) issue or redeem any Company Interests, (c) sell any material assets, (d) acquire any material assets or line of business, (e) effect any material change in the nature of the Company's business or enter into any new line of business, (f) make any assignment for the benefit of creditors or apply for the appointment of a receiver or file any petition initiating (or consenting to the initiation of) any bankruptcy or insolvency proceeding or take any similar action, (g) dissolve, wind up or liquidate the Company, (h) amend, restate or otherwise modify the Company LLC Agreement, or (i) take any action to cause the Company to be treated as other than a corporation for federal income tax purposes. In furtherance of the foregoing, the Company shall, and shall cause its subsidiaries to use commercially reasonable efforts to keep their business and properties substantially intact, including their present operations, physical facilities, working conditions and relationships with lessors, licensors, suppliers, advertisers, customers and employees in the ordinary course of business consistent with past practice.

Section 3.5 Exclusivity. The Company and Verax shall not, and the Company shall not permit any affiliate of the Company, including any equity owner, officer, director or employee, or any investment banker, attorney, accountant or other agent or representative of the Company's subsidiaries to, directly or indirectly, (a) solicit, initiate or encourage any proposal relating to the acquisition of any Company Interests or for a merger, sale of securities, sale, lease or license of substantial assets or similar transaction involving the Company or any of its subsidiaries (other than the Merger) (an "Alternative Transaction"), (b) consider, accept or enter into any contract with respect to any Alternative Transaction or (c) participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or take any other action to facilitate any inquiries or the making of any proposal that constitutes, or may

reasonably be expected to lead to, any Alternative Transaction. Verax and the Company shall promptly advise Dignity Parent of any proposal relating to an Alternative Transaction or any inquiry with respect to or which could lead to any Alternative Transaction and the identity of the person making any such proposal or inquiry and the material terms thereof.

Section 3.6 FCC Consent. No later than October 24, 2013, Dignity Parent, the Company and VCP shall file one or more applications with the FCC (collectively, the “FCC Application”) requesting FCC consent to the transfer of control of the FCC Licenses to Dignity Parent. FCC consent to the FCC Application is referred to herein as the “FCC Consent.” The FCC Licenses of the Stations expire on the dates as set forth in Exhibit A and certain applications for the renewal of an FCC License for a Station (a “Renewal Application”) are pending before the FCC as set forth in Exhibit A. If the FCC Application is granted by the FCC subject to a renewal condition, then, notwithstanding any limitation in this Section 3.6, the term “FCC Consent” shall be deemed to also include the satisfaction of such renewal condition. Dignity Parent, the Company and VCP shall diligently prosecute the FCC Application and otherwise use their reasonable best efforts to obtain the FCC Consent as soon as practicable; provided, however, that none of the Parties shall be required to pay consideration to any third party to obtain FCC Consent. Notwithstanding anything in this Section 3.6 to the contrary, Dignity Parent, the Company and VCP each shall oppose any petitions to deny or other objections filed with respect to the FCC Application to the extent such petition or objection relates to such Party. None of Dignity Parent, the Company or VCP shall take any action that would, or fail to take such action the failure of which to take would, reasonably be expected to have the effect of preventing or materially delaying the grant of the FCC Consent. If the Closing shall not have occurred for any reason within the original effective period of the FCC Consent, and neither Dignity Parent nor the Company shall have terminated this Agreement in accordance with Article V, Dignity Parent, the Company and VCP shall jointly request an extension of the effective period of the FCC Consent. No extension of the FCC Consent shall limit the rights of Dignity Parent or the Company to exercise its rights under Article V.

Section 3.7 Control. Notwithstanding any other provision set forth in this Agreement, (a) neither Dignity Parent nor GR Merger Sub shall, directly or indirectly, control, supervise or direct the business or operations of the Stations prior to the Closing, and (b) consistent with applicable law, control, supervision and direction of the operation of the Stations prior to the Closing shall remain the responsibility of the Company as the holder of the FCC Licenses.

Section 3.8 Satisfaction and Discharge of Company Indebtedness. As of the Effective Time, Dignity Parent and/or Dignity Media, LLC, the wholly-owned subsidiary of Dignity Parent (“Dignity Media”), shall have, or shall be in the position to direct the payment of, cash proceeds sufficient to cause the Surviving Company to satisfy and discharge all of the then outstanding Company Indebtedness, as set forth on Exhibit B and shall be authorized to discharge and terminate all liens securing the Company Indebtedness, immediately after the Closing. Immediately after the Closing, Dignity Parent (and/or Dignity Media) shall cause the Surviving Company to so satisfy and discharge such Company Indebtedness and to terminate any liens securing the Company Indebtedness, and, from the time from the Effective Time through the complete satisfaction and discharge thereof, Dignity Parent shall not take, and shall cause Dignity Media not to take, any action or inaction to avoid or seek to avoid, or that would reasonably be expected to interfere with, such satisfaction and discharge of such Company Indebtedness and related liens, including, but not limited to, any action or inaction which violates the terms of any

financing or loan documents or agreements in place with third party financing sources or that otherwise renders Digits Parent and/or Digits Media, as the case may be, unable to cause the Surviving Company to so satisfy and discharge such Company Indebtedness.

Section 3.9 Related Transactions. The Parties shall use their commercially reasonable efforts to cause the consummation and closing of each of the following to occur substantially simultaneously on the Closing Date (but in the order provided for in this Agreement and the other definitive agreements relating thereto): the Verax Debt Cancellation, the Fortress Debt Cancellation, the Merger, the satisfaction and discharge of Company Indebtedness, as set forth on Exhibit B and the discharge of any liens securing the Company Indebtedness, the NextMedia Transaction, and the contribution of the equity interests in Palm Beach Broadcasting, LLC to Digits Parent (which, immediately thereafter, will contribute such equity interests to Digits Media).

Section 3.10 Financing Sources. Each of the Parties agrees (i) that it will not bring or support any action of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against General Electric Capital Corporation (in its capacity as a lender or as administrative agent for the first lien lenders), Providence Equity Capital Markets (in its capacity as a lender or as administrative agent for the second lien lenders), each lender or other provider of credit in connection with Digits Media's first and second lien credit facilities or their respective representatives or affiliates (collectively, the "Financing Sources") with respect to any dispute arising out of, or relating in any way to, any letters of intent, term sheets, engagement letters, definitive credit documents or other agreements with the Financing Sources (collectively, the "Financing Documents"), this Agreement or the performance thereunder or hereunder, in any forum other than the federal and New York state courts located in the Borough of Manhattan within the City of New York, and (ii) that, except as specifically set forth in the Financing Documents, in any such action brought in the federal and New York state courts located in the Borough of Manhattan within the City of New York, in accordance with the foregoing, the rights of the parties under the Financing Documents or the performance thereof or the financings contemplated thereby, will, in each case, be governed by and construed in all respects in accordance with the laws of the State of New York, without regard to the conflicts of laws principals of such state. Each Party hereby irrevocably and unconditionally waives any right such Party may have to a trial by jury in respect of any litigation (whether in law or in equity, whether in contract or in tort or otherwise) directly or indirectly arising out of or relating in any way to the Financing Documents or the performance thereof or the financings contemplated thereby. Notwithstanding anything to the contrary contained in this Agreement, (a) none of the Company, Verax or any of their respective affiliates, representatives, partners, managers, members or stockholders shall have any rights or claims against any Financing Source or its representatives, in any way relating to this Agreement or any of the transactions contemplated by this Agreement, or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Financing Documents or the performance thereof or the debt financings contemplated thereby, whether at law or equity, in contract, in tort or otherwise and (b) no Financing Source shall have any liability (whether in contract, in tort or otherwise) to the Company, Verax or any of their respective affiliates, representatives, partners, managers, members or stockholders for any obligations or liabilities of any Party under this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any oral representations made or alleged to have been made in connection herewith or therewith,

including any dispute arising out of or relating in any way to the Financing Documents or the performance thereof or the debt financings contemplated thereby, whether at law or equity, in contract, in tort or otherwise.

ARTICLE IV CONDITIONS TO OBLIGATION TO CLOSE

Section 4.1 Conditions to Obligations of Digits Parent and GR Merger Sub. The obligations of Digits Parent and GR Merger Sub to consummate the Merger are subject to the satisfaction or written waiver by Digits Parent of each of the following conditions at or prior to the Closing:

(a) Representations and Warranties. The representations and warranties of the Company and Verax set forth in Sections 2.3 and 2.4, respectively, shall be true and correct as of the date hereof and as of the Closing Date as though made on the Closing Date.

(b) Covenants. Each of Verax and the Company shall have performed or complied with the obligations and covenants required by this Agreement to be performed or complied with by Verax and the Company as of the Closing.

(c) Requisite Consent. All approvals, consents and ratifications comprising the Requisite Consent shall have been obtained.

(d) FCC Consent. The FCC Consent shall have been granted and shall be in full force and effect and, subject to Section 1.2(b), shall have become a Final Order. “Final Order” means an Action by the FCC (a) that has not been vacated, reversed, stayed, enjoined, set aside, annulled or suspended; (b) with respect to which no request for stay, motion or petition for rehearing, reconsideration or review, or application or request for review or notice of appeal or *sua sponte* review by the FCC is pending; and (c) as to which the time for filing any such request, motion, petition, application, appeal or notice, and for the entry of orders staying, reconsidering or reviewing on the FCC’s own motion has expired.

(e) No Proceedings. None of the Parties shall be subject to any provision of applicable law or any court or governmental order or injunction, which remains in effect, prohibiting or making illegal the consummation of the Merger.

(f) NextMedia Transaction. The parties to the NextMedia Transaction shall be standing ready, willing and able to consummate the NextMedia Transaction, and all conditions to the closing of the NextMedia Transaction shall have been satisfied or waived.

(g) Debt Cancellation. The Verax Debt Cancellation shall have been consummated and closed. The portion of the Fortress Debt Cancellation to be consummated and closed immediately prior to the Closing shall have been consummated and closed. Fortress shall be standing ready, willing and able to consummate and close the portion of the Fortress Debt Cancellation to be consummated and closed immediately after the Closing, and all conditions to the consummation and closing of the Fortress Debt Cancellation shall have been satisfied or waived.

(h) Good Standing Certificate. The Company shall have delivered to Digits Parent and GR Merger Sub a certificate of good standing of the Company dated not more than three (3) business days prior to the Closing Date.

(i) Company Officer's Certificate. The Company shall have delivered to Digits Parent and GR Merger Sub a certificate dated as of the Closing Date of an authorized officer of the Company (but without personal liability to such officer) to the effect that the conditions set forth in Sections 4.1(a) and (b) have been satisfied with respect to the Company.

(j) Verax Officer's Certificate. VCP and VRP shall have delivered to Digits Parent and GR Merger Sub a certificate dated as of the Closing Date of an authorized officer of each of VCP and VRP (but without personal liability to such officer) to the effect that the conditions set forth in Sections 4.1(a) and (b) have been satisfied with respect to VCP and VRP.

(k) Company Secretary's Certificate. The Company shall have delivered to Digits Parent and GR Merger Sub a certificate dated as of the Closing Date of the secretary or other authorized officer of the Company (but without personal liability to such person) certifying as to and attaching (A) a true and correct copy of the Company LLC Agreement as of the Closing and (B) resolutions duly adopted by the Board of Managers of the Company authorizing and approving the execution, delivery and performance by the Company of this Agreement and the Merger, and (C) the Member Consent.

Section 4.2 Conditions to Obligation of the Company. The obligations of the Company to consummate the Merger are subject to the satisfaction or written waiver by the Company of each of the following conditions at or prior to the Closing:

(a) Representations and Warranties. The representations and warranties of Digits Parent and GR Merger Sub set forth in Sections 2.1 and 2.2, respectively, shall be true and correct as of the date hereof and as of the Closing Date as though made on the Closing Date.

(b) Covenants. Each of Digits Parent and GR Merger Sub shall have performed or complied with the obligations and covenants required by this Agreement to be performed or complied with by Digits Parent and GR Merger Sub as of the Closing.

(c) Requisite Consent. All approvals, consents and ratifications comprising the Requisite Consent shall have been obtained.

(d) FCC Consent. The FCC Consent shall have been granted and shall be in full force and effect and, subject to Section 1.2(b), shall have become a Final Order.

(e) No Proceedings. None of the Parties shall be subject to any provision of applicable law or any court or governmental order or injunction, which remains in effect, prohibiting or making illegal the consummation of the Merger.

(f) NextMedia Transaction. The parties to the NextMedia Transaction shall be standing ready, willing and able to consummate the NextMedia Transaction, and all conditions to the closing of the NextMedia Transaction shall have been satisfied or waived.

(g) Debt Cancellation. The Verax Debt Cancellation shall have been consummated and closed. The portion of the Fortress Debt Cancellation to be consummated and closed immediately prior to the Closing shall have been consummated and closed. Digits Parent (and/or Digits Media) and Fortress shall be standing ready, willing and able to consummate and close the portion of the Fortress Debt Cancellation to be consummated and closed immediately after the Closing, and all conditions to the consummation and closing of the Fortress Debt Cancellation shall have been satisfied or waived.

(h) Satisfaction and Discharge of Company Indebtedness. Neither Digits Parent nor Digits Media shall have received any communication or indication of any kind from any Financing Source of any condition or other circumstance adversely affecting or impeding, or that would reasonably be expected to adversely affect or impede, the ability or capacity of either Digits Parent or Digits Media to fully perform the obligations pursuant to Section 3.8 immediately after the Closing, and neither Digits Parent nor Digits Media shall otherwise know, or have any reasonable basis to know, of any such condition or other such circumstance.

(i) Good Standing Certificate. GR Merger Sub shall have delivered to the Company a certificate of good standing of GR Merger Sub dated not more than three (3) business days prior to the Closing Date.

(j) Officer's Certificate. Digits Parent shall have delivered to the Company a certificate dated as of the Closing Date of an authorized officer of Digits Parent (but without personal liability to such officer) to the effect that the conditions set forth in Sections 4.1(a) and (b) have been satisfied, in each case, with respect to Digits Parent and GR Merger Sub.

(k) Secretary's Certificate. Digits Parent shall have delivered to the Company a certificate dated as of the Closing Date of the secretary or other authorized officer of Digits Parent (but without personal liability to such person) certifying as to and attaching the written consent of the sole member of Digits Parent authorizing and approving the execution, delivery and performance of this Agreement and the Merger, in each case, with respect to Digits Parent and GR Merger Sub.

ARTICLE V TERMINATION

Section 5.1 Termination of Agreement. The Parties may terminate this Agreement as provided below:

(a) Digits Parent and the Company may terminate this Agreement by mutual written consent at any time prior to the Closing;

(b) Digits Parent may terminate this Agreement by giving written notice to the Company at any time prior to the Closing in the event that (i) Verax or the Company shall be in material breach of any representation, warranty, covenant or agreement contained in this Agreement and such breach has continued without cure for a period of thirty (30) days after Verax or the Company received notice of breach, or (ii) the NextMedia Transaction has been terminated;

(c) the Company may terminate this Agreement by giving written notice to Digits Parent at any time prior to the Closing in the event Digits Parent or GR Merger Sub shall be in material breach of any representation, warranty, covenant or agreement contained in this Agreement and such breach has continued without cure for a period of thirty (30) days after Digits Parent or GR Merger Sub received notice of breach; or

(d) Digits Parent or the Company may terminate this Agreement if the Closing has not occurred by the date that is twelve (12) months after the date hereof, unless the failure of the Closing to occur by such date results primarily from such Party (or GR Merger Sub, in the case of Digits Parent, or Verax, in the case of the Company) breaching any representation, warranty, covenant or agreement contained in this Agreement.

Section 5.2 Effect of Termination. If any Party terminates this Agreement pursuant to Section 5.1, all further obligations of the Parties under this Agreement will terminate, except that the provisions of Article VI shall survive; provided, however, that if this Agreement is terminated by a Party because of the willful breach of the Agreement by another Party or because one or more of the conditions to the terminating Party's obligations under this Agreement is not satisfied as a result of another Party's willful failure to comply with its obligations under this Agreement, the terminating Party's right to pursue all legal remedies will survive such termination unimpaired. Nothing in this Section 5.2 shall be deemed to release any Party from any liability for any breach by such Party of any of its representations, warranties, covenants or agreement contained in this Agreement prior to its termination pursuant to the terms hereof.

ARTICLE VI MISCELLANEOUS

Section 6.1 No Survival. Except for (a) Article I, (b) Sections 3.1, 3.8 and 3.9 and (c) this Article VI, each of which shall survive the Closing, the representations, warranties, covenants and agreements in this Agreement and any certificates delivered in connection herewith, except in the case of fraud, shall not survive the Closing, whereupon they shall expire and be of no further force or effect, and all claims related thereto shall terminate and expire upon the Closing.

Section 6.2 Press Releases and Public Announcements. From the date hereof through and including the Closing Date, no public release or announcement concerning the Merger shall be issued by any Party without the prior consent of the other Parties (which consent shall not be unreasonably withheld), except as such release or announcement may be required by applicable law.

Section 6.3 Confidentiality. From the date hereof through and including the Closing Date, each Party shall maintain in confidence, and will cause their managers, officers, employees, agents and advisors to maintain in confidence, any written, oral or other information obtained in confidence from another Party in connection with this Agreement, unless (a) such information is already known to such Party or to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of such Party, (b) the use of such information is necessary or appropriate in making any filing or obtaining any consent or approval required for the consummation of the Merger, or (c) the furnishing or use of such information is required by legal proceedings.

Section 6.4 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties, their respective successors and permitted assigns, and nothing herein expressed or implied shall give or be construed to give to any person, other than the Parties and such respective successors and assigns, any legal or equitable rights hereunder.

Section 6.5 Entire Agreement. This Agreement constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

Section 6.6 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of Digits Parent and the Company; provided, however, that Digits Parent and GR Merger Sub may assign (including by way of pledge) its rights, interests and obligations hereunder to one or more financing institutions for the purpose of creating a security interest herein or may otherwise assign this Agreement as collateral in connection with the financing arrangements of Digits Parent and its subsidiaries.

Section 6.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or portable document format (.pdf) transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 6.8 Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by facsimile or sent, postage prepaid, or express mail or overnight courier service and shall be deemed given when so delivered by hand or facsimile (one business day thereafter in the case of overnight courier service) as follows:

if to Digits Parent, GR Merger Sub or the Surviving Company:

Digits, LLC
701 Northpoint Parkway, 5th Floor
West Palm Beach, Florida 33407
Attention: Dean Goodman
Fax: (561) 616-4799

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

Dow Lohnes PLLC
1200 New Hampshire Avenue, NW, Suite 800
Washington, District of Columbia 20036-6802
Attention: Michael D. Basile, Esq.
Fax: (202) 776-2222

if to the Company (prior to the Closing) or to Verax:

c/o Verax Capital Partners, L.P.
90 East Halsey Road, Suite 111
Parsippany, NJ 07504
Attention: Don Kelley
Fax: (504) 589-8158

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

Jones Walker LLP
201 St. Charles Ave, Suite 5100
New Orleans, LA 70170
Attention: Jarred G. Trauth, Esq.
Fax: (504) 589-8158

Section 6.9 Governing Law; Jurisdiction; Waiver of Trial by Jury.

(a) Except as required by the Florida Act, this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

(b) Each Party irrevocably submits to the jurisdiction of the state courts of Delaware and the United States District Court for the District of Delaware for the purposes of any proceeding arising out of or in connection with this Agreement or the Merger. Each Party agrees to commence any such proceeding either in the United States District Court for the District of Delaware or in the state courts of Delaware. Each Party further agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's respective address set forth above shall be effective service of process for any proceeding in Delaware with respect to any matters to which it has submitted to jurisdiction in this Section 6.9. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any proceeding arising out of this Agreement or the Merger in the state courts of Delaware or the United States District Court for the District of Delaware and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such proceeding brought in any such court has been brought in an inconvenient forum.

(c) EACH PARTY HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR THE MERGER, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY IN CONNECTION WITH THIS AGREEMENT OR THE MERGER.

Section 6.10 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Digity Parent and the Company. No waiver by any Party of any default, misrepresentation or breach of warranty,

covenant or agreement hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty, covenant or agreement hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Section 6.11 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Merger is consummated as originally contemplated to the greatest extent possible.

Section 6.12 Expenses. Except as otherwise specifically provided herein, each of the Parties will bear its own costs and expenses (including legal and advisory fees and expenses) incurred in connection with this Agreement and the Merger.

Section 6.13 Specific Performance. Each of the Parties acknowledges and agrees that the other Parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that the other Parties shall be entitled to seek an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in addition to any other remedy to which they may be entitled, at law or in equity. For the avoidance of doubt, and in addition to and without limiting the generality of the foregoing, the Parties agree that Verax and the Company shall have the right to specific performance of each provision of this Agreement that shall survive the Closing, and that imposes any obligation upon any other Party thereafter, specifically, but not limited to, Section 3.8 above.

Section 6.14 Neutral Construction. The Parties agree that this Agreement was negotiated at arms-length and that the final terms hereof are the product of the Parties' negotiations. This Agreement shall be deemed to have been jointly and equally drafted by the Parties, and the provisions hereof should not be construed against a Party on the grounds that the Party drafted or was more responsible for drafting the provision.

Section 6.15 Interpretation. Article titles and section headings herein are for convenience of reference only and are not intended to affect the meaning or interpretation of this Agreement. The Exhibits hereto shall be construed with and as an integral part of this Agreement to the same extent as if set forth verbatim herein. Where the context so requires or permits, the use of the singular form includes the plural, and the use of the plural form includes the singular. When used in this Agreement, unless the context clearly requires otherwise, words such as "herein," "hereof," "hereto," "hereunder," and "hereafter" shall refer to this Agreement as a whole; the term "including" shall not be limiting; and the word "or" shall not be exclusive. All references herein to "\$" or "dollars" are to United States Dollars.

Section 6.16 Further Assurances. The Parties agree to furnish upon request to each other such further information, to execute and deliver to each other such other documents, and to

do such other acts and things (including any necessary regulatory filings), all as another Party reasonably may request for the purpose of carrying out the intent of this Agreement.

Section 6.17 Defined Terms. Each of the following terms is defined in the Section or other part of this Agreement set forth opposite such term below:

Term	Section
Agreement	Preamble
Alternative Transaction	Section 3.5
Closing	Section 1.2(a)
Closing Date	Section 1.2(a)
Company	Preamble
Company Indebtedness	Recitals
Company Interests	Recitals
Company LLC Agreement	Recitals
Company Members	Section 2.3
Delaware Act	Recitals
Delaware Certificate of Merger	Section 1.1(b)
Digity Media	Section 3.8
Digity Parent	Preamble
Effective Time	Section 1.1(b)
FCC	Recitals
FCC Application	Section 3.6
FCC Consent	Section 3.6
FCC Licenses	Recitals
Final Order	Section 4.1(d)
Financing Documents	Section 3.10
Financing Sources	Section 3.10
Florida Act	Recitals
Florida Certificate of Merger	Section 1.1(b)
Fortress	Recitals
Fortress Debt Cancellation	Recitals
GR Merger Sub	Preamble
Merger	Recitals
NextMedia Transaction	Recitals
Parties	Preamble
Party	Preamble
Renewal Application	Section 3.6
Requisite Consent	Section 2.3
Stations	Recitals
Surviving Company	Section 1.1(a)
Transfer	Section 3.2
Verax	Preamble
Verax Debt Cancellation	Recitals

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date first above written.

DIGITY PARENT:

DIGITY, LLC

By: Dean Goodman
Dean Goodman
Chief Executive Officer

GR MERGER SUB:

GR MERGER SUB, LLC

By: Dean Goodman
Dean Goodman
Chief Executive Officer

COMPANY:

GOODRADIO.TV, LLC

By: _____
Donald Kelley
Manager

VERAX:

VERAX CAPITAL PARTNERS, L.P.

By: its General Partner, Verax Capital GP, LLC

By: _____
Name:
Title:

VERAX RADIO PARTNERS, L.P.

By: its General Partner, Verax Capital GP, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date first above written.

DIGITY PARENT:

DIGITY, LLC

By: _____
Dean Goodman
Chief Executive Officer

GR MERGER SUB:

GR MERGER SUB, LLC

By: _____
Dean Goodman
Chief Executive Officer

COMPANY:

GOODRADIO.TV, LLC

By: _____
Donald Kelley
Manager

VERAX:

VERAX CAPITAL PARTNERS, L.P.

By: its General Partner, Verax Capital GP, LLC

By: _____
Name: DONALD KELLEY
Title: MANAGING MEMBER

VERAX RADIO PARTNERS, L.P.

By: its General Partner, Verax Capital GP, LLC

By: _____
Name: DONALD KELLEY
Title: MANAGING MEMBER