
RESTRUCTURING AGREEMENT

TABLE OF CONTENTS

	<u>Page</u>
Article 1	CURRENT STRUCTURE.....10
1.1	Purpose of Agreement.....10
1.2	Current Structure.....10
Article 2	INVESTMENT AND CONTRIBUTION13
2.1	Consideration Spreadsheet; Assignment by Spectrum I.....13
2.2	Spectrum and Spire Cash Contributions.....14
2.3	Belvidere Assets and Newco Notes14
2.4	GP Shares and GP Options.....15
2.5	NBC Options, Double Options, Limited Partner Units and NBHI/Spectrum Notes.....16
2.6	Acquisition of Management Options.....17
2.7	Management Interests17
2.8	Recapitalization of Partnership.....17
2.9	Newco Notes.....17
Article 3	CLOSING17
3.1	Closing.....17
3.2	Conveyances at Closing.....17
3.3	Ancillary Agreements21
3.4	Form of Instruments.....21
3.5	Affiliated Parties21
3.6	Further Actions21
Article 4	REPRESENTATIONS AND WARRANTIES OF THE PARTNERSHIP and the general partner.....21
4.1	Organization.....21
4.2	Authorization.....22
4.3	No Conflict or Violation; Consents22
4.4	Subsidiaries, Etc.....22
4.5	Financial Information.....23
4.6	Undisclosed Liabilities.....23
4.7	Books and Records23
4.8	Absence of Certain Changes or Events.....24
4.9	Assets24
4.10	Contracts and Commitments.....24
4.11	Permits.....24
4.12	Litigation.....26
4.13	Labor Matters.....26
4.14	Compliance with Law; Broadcast Licenses.....26
4.15	Qualification as Broadcast Licensee.....27

	<u>Page</u>
4.16	No Brokers27
4.17	Tax Matters.27
4.18	Compliance With Environmental Laws.....28
4.19	ERISA28
4.20	Transactions with Related Parties.....28
4.21	Capitalization of the General Partner and the Partnership.....28
4.22	Stockholders' Agreements, etc29
4.23	Private Placement.....29
4.24	Condition of Real Property.29
4.25	No Misstatements Or Omissions30
Article 5	REPRESENTATIONS AND WARRANTIES OF THE INVESTORS AND THE TRANSFERORS.....30
5.1	Organization.....30
5.2	Authorization.30
5.3	No Conflict or Violation; Consents31
5.4	No Brokers31
5.5	Securities Law Matters31
Article 6	REPRESENTATIONS and WARRANTIES OF NBHI.....32
6.1	No Conflict or Violation; Consents32
6.2	Big City Assets; Bridge Note Cash.....33
6.3	Big City Agreements and the Bridge Loan Agreement33
6.4	Compliance with Law; Broadcast Licenses33
6.5	Qualification as Broadcast Licensee.....34
Article 7	REPRESENTATIONS AND WARRANTIES OF NEWCO AND NASSAU Management.....34
7.1	Organization.....34
7.2	Authorization34
7.3	No Conflict or Violation; Consents35
7.4	Formation.....35
Article 8	COVENANTS OF the parties.....35
8.1	Further Assurances.....35
8.2	No Solicitation of Alternative Transactions36
8.3	Access36
8.4	Conduct of Business36
8.5	Termination of Old Securityholders' Agreement36
8.6	Termination of Investment Agreement36
8.7	Termination of Registration Rights Agreements36
8.8	Taxes36
8.9	Insurance36
8.10	Audited Financial Statements37

	<u>Page</u>
8.11 Withholding on NBC Options	37
Article 9 CONDITIONS	37
9.1 Conditions of the Parties	37
9.2 Conditions of the Transferors	38
9.3 Conditions of the Investors	38
9.4 Conditions of the Partnership and the General Partner	39
Article 10 MISCELLANEOUS	39
10.1 Survival of Representations	39
10.2 Termination	39
10.3 Indemnification	40
10.4 Limitation on Liability	41
10.5 Dispute Resolution; Jury Trial	41
10.6 Tax Treatment	42
10.7 Expenses	42
10.8 Escrow Agent	42
10.9 Notices	42
10.10 Choice of Law	44
10.11 Invalidity	44
10.12 Assignment	44
10.13 No Third Party Beneficiaries	45
10.14 Multiple Counterparts	45
10.15 Agreement Confidential	45
10.16 Publicity	45
10.17 Waiver, Amendment	45
10.18 Specific Performance	46
10.19 Entire Agreement; Terminology	46

RESTRUCTURING AGREEMENT

THIS RESTRUCTURING AGREEMENT (this **"Agreement"**) is made as of March 13, 2003 by and among the following (each a **"Party,"** and collectively, the **"Parties"**):

A. Nassau Broadcasting Partners, L.P., a Delaware limited partnership (**"Partnership"**), and Nassau Broadcasting Partners, Inc., a Delaware corporation and general partner of the Partnership (**"General Partner"**);

B. Louis F. Mercatanti, Jr., an individual (**"Mercatanti"**), Nassau Holdings, Inc., a Delaware corporation which is a limited partner of the Partnership and wholly owned by Mercatanti (**"NH"**), Nassau Broadcasting Holdings, Inc., a New Jersey corporation which is a limited partner in the Partnership and wholly owned by Mercatanti (**"NBHI"**), NBC Radio, Inc., a New Jersey corporation which is a limited partner of the Partnership and wholly owned by NBHI (**"NBC"**), and Nassau Management, LLC, a Delaware limited liability company (**"Nassau Management"**);

C. Spectrum Equity Investors, L.P., a Delaware limited partnership (**"Spectrum I"**), Spectrum Equity Investors II, L.P., a Delaware limited partnership (**"Spectrum II"**); and Spectrum-Nassau Associates, L.P., a Delaware limited partnership, for itself (**"Spectrum GP"**), and as trustee of the Spectrum Equity Investors Trust, a trust which has been formed for the benefit of the limited partners of Spectrum I and the partners of Spectrum Equity Associates, L.P. (**"Spectrum Trust"**);

E. Spire Capital Partners, L.P., a Delaware limited partnership (**"Spire Capital"**), Spire Capital Partners Parallel Fund, L.P., a Delaware limited partnership (**"Spire Parallel"**), Spire Investments, LLC, a Delaware limited liability company (**"Spire Investments"**) and together with Spire Capital and Spire Parallel, the **"Spire Investors"**), Spire-Nassau I Corporation, a Delaware corporation (**"Spire I"**), and Spire-Nassau II Corporation, a Delaware corporation (**"Spire II"** and together with Spire I, **"Spire Corporation"**);

F. Spectrum Equity Investors III, L.P., a Delaware limited partnership (**"Spectrum III"**), SEI III Entrepreneurs' Fund, L.P., a Delaware limited partnership (**"SEI III"**), Spectrum III Investment Managers' Fund, L.P., a Delaware limited partnership (**"Spectrum Managers' III"**), Spectrum Equity Investors IV, L.P., a Delaware limited partnership (**"Spectrum IV"**), Spectrum Equity Investors Parallel IV, L.P., a Delaware limited partnership (**"Spectrum Parallel IV"**), Spectrum IV Investment Managers' Fund, L.P., a Delaware limited partnership (**"Spectrum Managers' IV"** and together with Spectrum III, SEI III, Spectrum Managers' III, Spectrum IV, Spectrum Parallel IV, the **"Spectrum Investors"**), and Spectrum-Nassau Corporation (**"Spectrum Corporation"**);

G. Noel P. Rahn, an individual (**"Rahn"**); and

H. Nassau Partner Holdings, LLC, a Delaware limited liability company (**"Newco"**).

I. The Spectrum Investors, Spectrum Corporation, Spectrum GP, the Spire Investors and Spire Corporation are sometimes collectively referred to herein as the **"Investors."**

Spectrum Trust, Spectrum II, NBHI, NBC and NH are sometimes collectively referred to herein as the **“Transferors.”**

AGREEMENT

In consideration of the mutual representations, warranties, covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

A. Defined Terms. As used herein, the terms below shall have the following meanings:

1. **“Affiliate”** means, with respect to a specified Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the specified Person. For purpose of the foregoing, “controls,” “controlling,” “controlled by” and “under common control with” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

2. **“Ancillary Agreement”** shall mean the Securityholders’ Agreement, the Partnership Agreement Amendment, the Assignments, the LLC Agreement, the Mezzanine Purchase Agreements and the amendment to the Bylaws of the General Partner attached hereto as Exhibit A. The Securityholders’ Agreement, Partnership Agreement Amendment and LLC Agreement shall be executed concurrently herewith and shall be effective at the Closing but shall be of no force and effect in the event that the Restructuring Agreement is terminated in accordance with its terms.

3. **“Assets”** mean all of the right, title and interest of the Partnership, the General Partner and the Subsidiaries in and to all properties, assets and rights of any kind, whether tangible or intangible, real or personal.

4. **“Belvidere Assets”** means all right, title and interest in and to the assets related to WWYY-FM Belvidere, NJ, and all FCC licenses related thereto acquired by NBHI pursuant to the Big City Purchase Agreement.

5. **“Big City Agreements”** means the agreements set forth on Schedule 6.3.1 attached hereto, including the Big City Purchase Agreement, and the agreements relating to the sale by NBHI of WWZY-FM Long Branch, NJ to Press Communications, the sale by NBHI of WYNY-FM Briarcliff Manor (Westchester), NY to Pamal Broadcasting Ltd. and 6 Johnson Road Licenses, Inc., the sale by NBHI of WWXY-FM Hampton Bays, NY to Morey Organization, Inc.

6. **“Big City Assets”** means all right, title and interest in and to the assets acquired or to be acquired by NBHI pursuant to the Big City Purchase Agreement, including the Big City Stations, and all FCC licenses related thereto.

7. **“Big City Purchase Agreement”** means that certain Asset Purchase Agreement dated as of December 30, 2002 by and between Big City Radio, Inc. and NBHI, relating to the purchase by NBHI of the Big City Stations.

8. **“Big City Stations”** means WWZY-FM Long Branch, NJ, WYNY-FM Briarcliff Manor (Westchester), NY, WWXY-FM Hampton Bays, NY and WWYY-FM Belvidere, NJ.

9. **“Books and Records”** means, with respect to the Partnership, the General Partner and the Subsidiaries, (a) all records and lists pertaining to the Assets or the Business, (b) all product, business, sales, catalogues, promotional and marketing plans, materials and literature, supplies and artwork pertaining to, or necessary for the operation of, the Assets or the Business, and (c) all books, ledgers, accounting and purchasing records, financial data, files, reports, product and design manuals, plans, drawings, technical manuals and operating records of every kind relating to, or necessary for the operation of, the Assets or the Business.

10. **“Bridge Loan Agreement”** means the Bridge Loan Agreement dated as of the date hereof by and among NBHI and the Parties who are lenders thereunder, as the same may be amended from time to time in accordance with its terms

11. **“Business”** means all activities conducted or proposed to be conducted by the Partnership, the General Partner and the Subsidiaries in connection with the operation of the radio broadcast stations set forth on Exhibit B (the **“Stations”**) and all other current or proposed business activities of such Persons.

12. **“Code”** means the Internal Revenue Code of 1986, as amended.

13. **“Common LLC Units”** means the Common Units issued by Newco, consisting of either Class A Common Units or Class B Common Units (each as defined in the LLC Agreement).

14. **“Contract”** means any agreement, contract, note, loan, evidence of indebtedness, lease, sublease, occupancy agreement, option, concession, purchase order, letter of credit, indenture, security or pledge agreement, undertaking, practice, covenant not to compete, employment agreement, severance agreement, license, instrument, obligation, commitment or other arrangement to which the Partnership, General Partner or any Subsidiary is a party or by which the Partnership, the General Partner or any Subsidiary or any of the Assets is bound, whether oral or written.

15. **“Court Order”** means any judgment, decision, consent decree, injunction (whether preliminary, temporary or final), ruling or order of any federal, state or local court or governmental agency, department or authority that is binding on any Person or its property under applicable law.

16. **“Default”** means (a) a breach of, violation of or default under any Contract or Permit, (b) the occurrence of an event that with the passage of time or the giving of notice or both would constitute a breach of, violation of or default under any Contract or Permit, or (c) the occurrence of an event that with or without the passage of time or the giving of notice or both

would give rise to a payment penalty or a loss of any material benefit under or a right of termination, renegotiation or acceleration under or a violation of any Contract or Permit.

17. **“Disclosure Schedule”** means, collectively, the schedules executed and delivered by a Party as of the date hereof which sets forth the exceptions to the representations and warranties contained in Article 4, Article 5, Article 6 or Article 7, as the case may be, and certain other information called for by this Agreement. Unless otherwise specified, (i) each reference in this Agreement to any numbered schedule is a reference to that numbered schedule which is included in a Disclosure Schedule, and (ii) all matters set forth in a schedule of the Disclosure Schedule shall relate to the corresponding section of this Agreement and to any other section where the relevance of the disclosure to such other section is reasonably apparent on the face of the disclosure.

18. **“Encumbrance”** means any claim, lien, pledge, option, charge, easement, license, security interest, deed of trust, mortgage, right-of-way, encroachment, building or use restriction, conditional sales agreement, encumbrance or other similar right, whether voluntarily incurred or arising by operation of law, and includes any agreement to give any of the foregoing in the future, and any contingent sale or other title retention agreement or lease in the nature thereof.

19. **“Environmental Condition”** means (i) the Release of any Hazardous Substance (whether or not upon a facility owned or leased by the Partnership or any former facility or other property and whether or not such Release constituted at the time thereof a violation of any Environmental Law) or (ii) any actual or threatened injury or damage to any Person, property, natural resource or the environment, as a result of which the Partnership has or may become liable to any Person or by reason of which any facility owned or leased by the Partnership, any former facility or any of the Assets, may suffer or be subjected to any claim, lien, pledge, option, charge, easement, or other third party right in each case as a result of a release of any Hazardous Substance.

20. **“Environmental Laws”** mean all Regulations and Permits which regulate or relate to the protection or clean-up of the environment, the use, treatment, storage, transportation, generation, manufacture, processing, distribution, handling or disposal of, or emission, discharge or other release or threatened release of, Hazardous Substances, wastes or pollution (whether gas, liquid or solid), the preservation or protection of waterways, groundwater, drinking water, air, wildlife, plants or other natural resources, or the health and safety of persons or property, including protection of the health and safety of employees. Environmental Laws include the Federal Water Pollution Control Act, Resource Conservation & Recovery Act, Clean Water Act, Safe Drinking Water Act, Atomic Energy Act, Occupational Safety and Health Act, Toxic Substances Control Act, Clean Air Act, Comprehensive Environmental Response, Compensation and Liability Act, Hazardous Materials Transportation Act and all analogous or related foreign, federal, state or local Regulations.

21. **“Hazardous Substance”** means any pollutants, contaminants, chemicals, waste and any toxic, infectious, carcinogenic, reactive, corrosive, ignitable or flammable chemical or chemical compound or hazardous substance, material or waste, whether solid, liquid or gas, including any quantity of asbestos in any form, urea formaldehyde, PCB’s, radon gas, crude oil

or any fraction thereof, all forms of natural gas, petroleum products or by-products or derivatives, radioactive substance, waste waters, sludges, slag and any other substance, material or waste that is subject to regulation, control or remediation under any Environmental Laws.

22. **“Knowledge”** means, in the case of the Partnership, the General Partner and NBHI, that any Officer or Mercatanti is actually aware of such fact or matter or could reasonably be expected to have discovered in the ordinary course of business or the discharge of his or her duties.

23. **“Liabilities”** mean with regard to any Person, such Person’s direct or indirect liability, Indebtedness, obligation, commitment, expense, claim, deficiency or endorsement or guaranty of any other Person’s Liabilities, whether contractual or otherwise, of any type, nature or description, whether accrued, absolute, contingent, matured, unmatured, liquidated, unliquidated, known or unknown.

24. **“LLC Agreement”** means the Limited Liability Company Agreement of Newco, as the same may be amended from time to time in accordance with its terms and this Agreement, in the form attached hereto as Exhibit C.

25. **“LLC Units”** means collectively, the Common LLC Units, the Preferred LLC Units, the Special Preferred Unit and other membership interests that may be issued by Newco from time to time in accordance with the LLC Agreement and the Securityholders’ Agreement, including rights to receive allocations of items of profit, loss, income, gain and deduction, rights to receive distributions of cash and property, and any other property interest in or claim against the Partnership to which a partner thereof, in its capacity as such, is entitled.

26. **“Material Adverse Effect”** means, with respect to the Partnership, the General Partner or any Subsidiary, any event, fact, condition, development, effect, circumstance or change which has, or could reasonably be expected to have, individually or in the aggregate, a material adverse effect on the condition (financial or otherwise), operations, assets, business, properties, results of operations or liabilities of the Partnership, the General Partner and the Subsidiaries, taken as a whole, or the ability of any of them to consummate any of the transactions contemplated hereby or by any of the Ancillary Agreements.

27. **“Mezzanine Investors”** means Merrill Lynch Capital Corporation, Caisse de Depot et Placement du Quebec, Bank of Montreal and OZ Master Fund, Ltd.

28. **“Officers”** means any individual who serves as president, chief executive officer, chief operating officer, chief financial officer, managing member, managing director or any other individual who holds a similar position of NBHI, the General Partner, the Partnership or any Subsidiary.

29. **“Partnership Units”** mean units issued by the Partnership pursuant to the Partnership Agreement.

30. **“Person”** or **“person”** means any individual, partnership, corporation, limited partnership, limited liability company, association, joint stock company, trust, joint venture,

unincorporated organization or any other entity or a governmental entity or any department, agency or political subdivision thereof.

31. **“Preferred LLC Units”** means the Preferred Units issued by Newco.
32. **“Press Security Agreement”** means the security and pledge agreement entered into by NBHI in connection with the sale by NBHI of WWZY-FM Long Branch, NJ to Press Communications and the related \$21 million financing by Press Communications.
33. **“Regulations”** mean any laws, statutes, ordinances, regulations, rules, notice requirements, court decisions, agency guidelines, principles of law and orders of any foreign, federal, state or local government and any other governmental department or agency, including Environmental Laws, the Communications Act of 1934, as amended, and the rules and regulations thereunder, energy, motor vehicle safety, public utility, zoning, building and health codes, occupational safety and health and laws respecting employment practices, employee documentation, terms and conditions of employment and wages and hours.
34. **“Related Party”** means, with respect to the Partnership, (i) any of the Partnership’s Officers, directors, partners, members, managers and stockholders; and any officers, directors, partners, members, managers, or members of the immediate family of any of the foregoing and (ii) any direct or indirect trustee or beneficiary of any such Person.
35. **“Release”** means and includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment or the workplace of any Hazardous Substance, and otherwise as defined in any Environmental Law.
36. **“Representative”** means with respect to any Person, any officer, director, principal, attorney, agent, accountant, investment banker, advisor, consultant, employee, lender (and their officers, employees, attorneys and representatives) or other representative of such Person.
37. **“Securityholders’ Agreement”** means the Securityholders’ Agreement to be dated as of the Closing Date by and among Mercatanti, NBHI, NBC, NH, Nassau Management, the Investors, the General Partner, the Partnership and Newco in the form attached hereto as Exhibit D.
38. **“Tax” or “Taxes”** means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.
39. **“Tax Return”** means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

40. **“Zoma Assets”** means all right, title and interest in and to the assets related to WYNS-AM, Lehighton, PA, and all FCC licenses related thereto to be acquired by NBHI pursuant to the Zoma Agreement.

41. **“Zoma Agreement”** means that certain Asset Purchase Agreement dated as of February 6, 2003 by and between Zoma Corporation and NBHI.

B. Other Defined Terms. In addition to the terms defined in Recital C above, the following terms shall have the meanings defined for such terms in the sections set forth below:

<u>Defined Term</u>	<u>Section</u>
“2001 Financials”	4.5
“2002 Financials”	4.5
“AAA”	10.5
“AAA Rules”	10.5
“Action,” “Actions”	4.12
“Agreement”	Introduction
“Assignment”	3.2.1
“Balance Sheet Date”	4.5
“Bridge Note Cash”	2.3
“Bridge Note Security Agreement”	1.2.10
“Bridge Notes”	1.2.10
“Closing”	3.1
“Closing Date”	3.1
“Consideration Spreadsheet”	2.1
“Double Options”	1.2.4
“Escrow Agent”	2.5.1
“Escrowed Funds”	2.5.2
“ERISA”	4.19
“Exchange Agreement”	1.2.11
“FAA”	4.14.4
“FCC”	4.11
“FCC Permits”	4.11
“Financial Statements”	4.5
“General Partner”	Recitals

<u>Defined Term</u>	<u>Section</u>
“GP Options”	1.2.6
“GP Shares”	1.2.5
“Indemnification Basket”	10.4
“Indemnification Cap”	10.4
“Investment Agreement”	1.2.11
“Investors”	Recitals
“June 2002 Financials”	4.5
“Lease Agreements”	4.10.3
“Limited Partner Units”	1.2.2
“Losses”	10.3.1
“Nassau Management”	Recitals
“Management Options”	1.2.7
“Material Contracts”	4.10.3
“Mercatanti”	Recitals
“Mezzanine Purchase Agreements”	9.1.6
“NBC”	Recitals
“NBC Options”	1.2.3
“NBC Shares”	1.2.7
“NBHI”	Recitals
“NBHI/NH Option”	1.2.4
“NBHI/Spectrum Notes”	1.2.9
“Newco”	Recitals
“Newco Notes”	1.2.10
“NH”	Recitals
“Old Securityholders’ Agreement”	1.2.11
“Option Agreement”	1.2.3
“Partnership”	Recitals
“Partnership Agreement”	1.2.1
“Partnership Agreement Amendment”	2.9
“Party,” “Parties”	Introduction
“Permits”	4.11.1

<u>Defined Term</u>	<u>Section</u>
“Rahn”	Recitals
“Real Property”	4.24
“Registration Rights Agreements”	1.2.11
“Securities Act”	5.5
“Security Agreement”	1.2.9
“SEI III”	Recitals
“Transferors”	Recitals
“Special Preferred Amount”	2.5.3
“Special Preferred Unit”	2.6.3
“Spectrum Corporation”	Recitals
“Spectrum Exchanged Options”	2.1.3
“Spectrum GP”	Recitals
“Spectrum I”	Recitals
“Spectrum II”	Recitals
“Spectrum III”	Recitals
“Spectrum Investors”	Recitals
“Spectrum IV”	Recitals
“Spectrum Managers’ III”	Recitals
“Spectrum Managers’ IV”	Recitals
“Spectrum Parallel IV”	Recitals
“Spectrum Retained GP Securities”	2.1.3
“Spectrum Trust”	Recitals
“Spire Investments”	Recitals
“Spire Investors”	Recitals
“Spire Capital”	Recitals
“Spire Corporation”	Recitals
“Spire Parallel”	Recitals
“Subsidiary,” “Subsidiaries”	4.4
“Termination Date”	10.2.2

ARTICLE 1
CURRENT STRUCTURE

1.1 Purpose of Agreement. The Parties desire to effect a restructuring of the ownership of the Partnership, as a result of which (i) Newco will become the sole limited partner of the Partnership and will be owned by Spectrum Corporation, Spectrum GP, Spire Corporation, the Spire Investors, NH and Nassau Management, and (ii) the equity interests in the General Partner will be owned 60% by Mercatanti and NBHI and 40% by certain of the Investors.

1.2 Current Structure

1.2.1 Outstanding Partnership Units held by the General Partner. Pursuant to the Fourth Restated Agreement of Limited Partnership, effective as of May 4, 2000 (the "**Partnership Agreement**"), the General Partner holds 10,000 Partnership Units.

1.2.2 Outstanding Limited Partner Units. Pursuant to the Partnership Agreement, the issued and outstanding Partnership Units held by limited partners (the "**Limited Partner Units**") are held by the persons and in the amounts as follows (including, with respect to NBC, 693,000 Limited Partner Units issuable upon exercise of the NBC Options):

<u>Name of Partner</u>	<u>Limited Partner Units</u>
NH	145,888.96
NBC	790,000.00
NBHI	6,082.34
Merrill Lynch Capital Corporation	12,166.24
Caisse de Depot et Placement du Quebec	9,123.66
Bank of Montreal	3,041.01
OZ Master Fund, Ltd.	6,082.34
Total	972,384.55

1.2.3 NBC Options. Pursuant to that certain Amended and Restated Option Agreement, dated as of December 30, 1997 (the "**Option Agreement**"), NBC has granted options ("**NBC Options**") to purchase an aggregate of 693,000 Limited Partner Units to the persons and in the amounts as follows:

<u>Name of Optionee</u>	<u>Limited Partner Units Subject to Options</u>
Spectrum I	286,382.25
Spectrum II	162,439.20
NBHI*	243,367.74
Rahn	810.81
Total	693,000.00
*NBHI acquired the NBC options pursuant to that certain Assignment of Option Rights, dated as of March 12, 2001	

1.2.4 Double Options. Pursuant to that certain option agreement dated as of June 1, 2001, NBHI has granted an option (the "**NBHI/NH Option**") to NH to purchase NBC

Options to purchase an aggregate of 121,683.87 Limited Partner Units. Pursuant to that certain option agreement, dated as of March 12, 2001, NBHI has granted options (“**Double Options**”) to purchase NBC Options to purchase an aggregate of 121,683.87 Limited Partner Units to the persons and in the amounts as follows:

<u>Name of Optionee</u>	<u>Limited Partner Units Subject to Double Options</u>
Spectrum I	77,384.17
Spectrum II	44,299.70
Total	121,683.87

1.2.5 General Partner Common Stock. The authorized capitalization of the General Partner consists of 400,000 shares of Class A Convertible Voting Common Stock, par value \$.01 per share (the “**GP Shares**”), and 400,000 shares of Class B Convertible Non-Voting Common Stock, par value \$.01 per share, of the General Partner pursuant to its Corrected Amended and Restated Certificate of Incorporation filed with the Delaware Secretary of State on April 27, 2000, of which 244,667 GP Shares are issued and outstanding, held by the persons and in the amounts as follows:

<u>Name of Stockholder</u>	<u>GP Shares</u>
Mercatanti	73,400
NBHI	60,146
Spectrum I	70,776
Spectrum II	40,145
Rahn	200
Total	244,667

1.2.6 General Partner Options. NBHI has granted options (“**GP Options**”) to purchase an aggregate of 30,073 GP Shares. The GP Options are held by the persons and in the amounts as follows:

<u>Name of Optionee</u>	<u>Class A Shares Subject to Options</u>
Spectrum I	19,124.75
Spectrum II	10,948.25
Total	30,073.00

1.2.7 NBC Shares and NBC Option Plan. NBC has authorized 2,500,000 shares of Class A common stock, all of which is issued and outstanding and held by NBHI, and has authorized 2,500,000 shares of Class B non-voting common stock, none of which is issued and outstanding. The shares of Class A common stock and the shares of Class B non-voting common stock are collectively referred to herein as the (“**NBC Shares**”). Pursuant to that certain Non-Statutory Stock Option Plan, adopted as of December 15, 1997, NBC has granted options (the “**Management Options**”) to purchase 2,500,000 shares of Class B non-voting common stock of NBC.

1.2.8 Fully Diluted Ownership of Partnership. On a fully diluted basis (i.e., assuming the exercise of all NBC Options, Double Options, the NBHI/NH Option and Management Options), the direct and indirect ownership of the Partnership Units is held by the persons and in the amounts as follows:

<u>Name</u>	<u>LP Units</u>	<u>GP Units</u>	<u>Total Units</u>	<u>Percentage</u>
Mercatanti	—	3,000.00	3,000.00	0.31%
NH	267,572.83	—	267,572.83	27.24%
NBHI	6,082.34	1,229.14	7,311.48	0.74%
NBC	47,000	—	47,000	4.78%
Management Options	50,000	—	50,000	5.09%
Spectrum I	363,766.42	3,674.41	367,440.83	37.40%
Spectrum II	206,738.90	2,088.28	208,827.18	21.26%
Merrill Lynch	12,166.24	—	12,166.24	1.24%
Caisse de Depot	9,123.66	—	9,123.66	0.93%
Bank of Montreal	3,041.01	—	3,041.01	0.31%
OZ Master Fund	6,082.34	—	6,082.34	0.62%
Rahn	810.81	8.17	818.98	0.08%
Total	972,384.55	10,000.00	982,384.55	100.00%

1.2.9 NBHI/Spectrum Notes. Spectrum I and Spectrum II have made loans to NBHI for which NBHI has issued notes each dated as of March 12, 2002 (the “**NBHI/Spectrum Notes**”) having principal amounts of \$4,439,903.99 and \$2,541,687.91, respectively. The NBHI/Spectrum Notes are secured pursuant to a Securities Pledge Agreement, made as of March 12, 2001, among Spectrum I, Spectrum II and NBHI (the “**Security Agreement**”).

1.2.10 Bridge Notes and Newco Notes. Pursuant to the Bridge Loan Agreement, the Spectrum Investors and the Spire Investors have made loans to NBHI for which NBHI has issued secured promissory notes dated as of March 13, 2003 (the “**Bridge Notes**”) having principal amounts as follows, which are secured pursuant to a Pledge and Security Agreement, made as of March 13, 2003, among the Spectrum Investors, the Spire Investors and NBHI (the “**Bridge Note Security Agreement**”). Pursuant to the terms of the Bridge Loan Agreement, certain of the Bridge Notes will be exchanged for promissory notes of Newco in the form attached to the Bridge Loan Agreement (the “**Newco Notes**”).

<u>Name</u>	<u>Principal Amount</u>	<u>Percentage</u>
Spectrum III	\$3,915,468.48	15.48%
SEI III	\$270,112.92	1.07%
Spectrum Managers’ III	\$64,818.60	0.26%
Spectrum IV	\$16,704,072.00	66.02%
Spectrum Parallel IV	\$98,609.28	0.39%
Spectrum Managers’ IV	\$198,918.72	0.79%
Spire Capital	\$3,716,535.00	14.69%
Spire Parallel	\$232,097.00	0.92%

Spire Investments	\$99,368.00	0.39%
Total	\$25,300,000	100.00%

1.2.11 Other Agreements. Certain parties hereto are also party to the following agreements:

(a) Second Amended and Restated Securityholders' Agreement dated as of May 4, 2000 by and among the Partnership, the General Partner, NBC, NH, Mercatanti, Spectrum I, Spectrum II, Rahn and certain other parties named therein (the "**Old Securityholders' Agreement**"); and

(b) Amended and Restated Investment Agreement dated as of December 30, 1997 by and among the Partnership, the General Partner, Spectrum I, Spectrum II, Rahn and certain other parties named therein (the "**Investment Agreement**").

(c) Exchange and Registration Rights Agreement dated as of May 4, 2000 among Nassau Broadcasting Partners, L.P., Nassau Finance Corp. and the purchasers named therein (the "**Exchange Agreement**") and Common Stock Registration Rights Agreement dated as of May 4, 2000 by and among Nassau Broadcasting Partners, L.P. and the purchasers named therein (together with the Exchange Agreement, the "**Registration Rights Agreements**").

1.2.12 Tax Treatment. The Parties acknowledge and intend that the sole source of the funding for the payments to be made by Newco to NH, NBC and the Mezzanine Investors (pursuant to the Mezzanine Purchase Agreement) on the Closing Date in acquisition of their respective interests in the Partnership is to be the contributions to Newco made by the Investors, and therefore, in accordance with Section 707 and Section 1001 of the Code, the Parties intend that such payments are to be treated for tax purposes as the purchase by Newco, and the sale by NH, NBC and the Mezzanine Investors, of Limited Partner Units.

ARTICLE 2

INVESTMENT AND CONTRIBUTION

Upon the terms and subject to the conditions contained in this Agreement, at the Closing the transactions set forth in this Article 2 shall occur (with all of the transactions set forth in Section 2.2 through Section 2.7 being deemed to have occurred simultaneously):

2.1 Consideration Spreadsheet; Assignment by Spectrum I

2.1.1 Attached hereto as Schedule 2.1 is a spreadsheet (the "**Consideration Spreadsheet**") that sets forth the cash payments and contributions contemplated by this Agreement to and by each Party and the Mezzanine Investors. The Consideration Spreadsheet also sets forth the capitalization of the General Partner, Newco and the Partnership immediately after the Closing. In the event any provision of this Article 2 is inconsistent with any information in the Consideration Spreadsheet, the information in the Consideration Spreadsheet shall govern. The Consideration Spreadsheet is calculated based on an aggregate equity value of the Partnership of \$65,000,000 which will be funded through cash payments by the Investors

(other than Spectrum GP) and retained equity interests by Spectrum GP, Mercatanti, NBHI, NH and Nassau Management and for which such parties shall receive, through Newco and their interests in the General Partner, all of the Partnership's Preferred Units, and all of the Partnership's Class A Common Units representing 40% of the Partnership's common participation. In addition, Nassau Management and Mercatanti shall receive, solely through their ownership of Newco, all of the Partnership's Class B Common Units representing, in the aggregate, a 60% profits interest in the Partnership. To the extent the Preferred Units, Class A Common Units and Class B Common Units are held through Newco (as set forth on the Consideration Spreadsheet), Newco shall issue an identical number of its own Preferred LLC Units, Class A Common LLC Units, and Class B Common LLC Units.

2.1.2 Immediately prior to the Closing, NBHI shall contribute to NBC all of the Partnership Units, NBC Options and NBHI/Spectrum Notes held by it and shall assign the Security Agreement, and NBC shall assume all obligations of NBHI under the NBHI/NH Option, the Double Options and the NBHI/Spectrum Notes.

2.1.3 Immediately prior to the Closing, (a) Spectrum I shall distribute to each of Spectrum Trust, on behalf of its limited partners, and its general partner their allocable share of NBC Options, Double Options, GP Shares, GP Options and NBHI/Spectrum Notes, and (b) the general partner of Spectrum I shall distribute to (i) Spectrum GP 48,123 NBC Options and 13,004 Double Options (the "**Spectrum Exchanged Options**"), 11,893 GP Shares and 3,214 GP Options (the "**Spectrum Retained GP Securities**"), and its corresponding rights and obligations under this Agreement, and (ii) Spectrum Trust the remainder of its GP Shares, GP Options, NBC Options and Double Options and all of the NBHI/Spectrum Notes.

2.2 Spectrum and Spire Cash Contributions.

2.2.1 Spectrum Corporation shall make a cash contribution to Newco by wire transfer in immediately available funds pursuant to instructions provided by Newco equal to \$48,779,634 (\$52,500,000 less the sum of (i) \$160,324, which represents the amount paid by the Spectrum Investors for the GP Shares acquired pursuant to Section 2.5, and (ii) \$3,560,042, which represents the aggregate value of the Spectrum Exchanged Options and the Spectrum Retained GP Securities); provided that in the event any of the Mezzanine Investors elects to exchange Limited Partner Units for LLC Units, the cash contributed by Spectrum Corporation shall be reduced by the value of such exchanged Limited Partner Units.

2.2.2 The Spire Investors and Spire Corporation shall make a cash contribution to Newco by wire transfer in immediately available funds pursuant to instructions provided by Newco equal to \$9,962,587 (\$10,000,000 less \$37,413, which represents the amount paid by the Spire Investors and Spire Corporation for the GP Shares acquired pursuant to Section 2.5).

2.2.3 Newco shall issue to Spectrum Corporation, Spire Corporation and the Spire Investors, in respect of their cash contributions, the LLC Units reflected on the Consideration Spreadsheet.

2.3 Belvidere Assets and Newco Notes. NBHI shall assign to Newco all right, title and interest in and to, and Newco shall assume all obligations under, the Belvidere Assets and

NBHI's rights under the Big City Purchase Agreement with respect to the Belvidere Assets (including any indemnification rights thereunder), and NBHI shall transfer to Newco the cash amounts (the "**Bridge Note Cash**") as required pursuant to Section 2.5(a) of the Bridge Loan Agreement (which shall be paid by wire transfer to Newco pursuant to wiring instructions provided by Newco). Holders of Bridge Notes shall, on a pro rata basis, exchange Bridge Notes for Newco Notes as described in such Section 2.5(a).

2.4 GP Shares and GP Options.

2.4.1 Escrow Agent. Spectrum GP, the Spectrum Investors, Spire Corporation and the Spire Investors hereby appoint Spectrum II to act as Escrow Agent ("**Escrow Agent**") for purposes of the transactions contemplated by this Section 2.4.

2.4.2 Cash Deposit. The Spectrum Investors shall transfer to the Escrow Agent \$160,324 in cash for their purchase of GP Shares. The Spire Investors shall transfer to the Escrow Agent \$37,413 in cash for their purchase of GP Shares. NBHI shall transfer to the Escrow Agent \$39,346 in cash for its purchase of GP Shares and \$63,728 in cash for the cancellation of 26,859 GP Options. The Spectrum Investors also shall deliver to the Escrow Agent executed notices required to exercise the GP Options, which notices will be held by the Escrow Agent pending the Closing. The funds transferred to the Escrow Agent pursuant to this Section 2.4.2 are referred to herein as the "**Escrowed Funds.**"

2.4.3 Deposit of GP Shares and GP Options. Spectrum Trust, Spectrum II and Rahn shall deliver to the Escrow Agent certificates representing all of their respective GP Shares, with stock powers endorsed in blank, and all documents evidencing their respective GP Options. Spectrum GP shall deliver to the Escrow agent all documents evidencing its GP Options and the exercise price of \$53 in cash with respect to the GP Options that it will exercise. NBHI shall deliver to the Escrow Agent certificates representing 3,214 GP Shares.

2.4.4 Disbursement of Cash. At the Closing, the Escrow Agent shall disburse all of the Escrowed Funds as follows: (A) each of Rahn, Spectrum Trust and Spectrum II shall receive \$478, \$178,439 and \$121,894, respectively, in respect of the GP Shares and GP Options transferred by it to the Escrow Agent.

2.4.5 Transfer of GP Shares and GP Options; Exercise of GP Options. At the Closing: (A) Spectrum GP shall be deemed to exercise 3,214 GP Options, and the Escrow Agent shall transfer the GP Shares issuable upon such exercise to Spectrum GP and deliver the exercise price to NBHI, (B) the Escrow Agent shall deliver the aggregate exercise price of \$53 to NBHI, (C) the Spectrum Investors shall acquire 67,101 GP Shares, and the Escrow Agent shall transfer such GP Shares to the Spectrum Investors, (D) the Spire Investors and Spire Corporation shall acquire 15,659 GP Shares, and the Escrow Agent shall transfer such GP Shares to the Spire Investors, and (E) NBHI shall acquire 16,468 GP Shares and acquire and cancel 26,859 GP Options.

2.4.6 Retention of GP Shares. Mercatanti and NBHI shall retain the 73,400 and 56,932 GP Shares, respectively, owned by them. Spectrum GP shall retain the 11,893 GP Shares owned by it.

2.5 NBC Options, Double Options, Limited Partner Units and NBHI/Spectrum Notes.

2.5.1 Spectrum GP shall transfer to Newco the 61,127 Spectrum Exchanged Options held by it, and Newco shall issue Spectrum GP 54,215 Preferred LLC Units and 21,686 Common LLC Units (Class A).

2.5.2 Newco shall exercise the Spectrum Exchanged Options contributed to it by Spectrum GP by delivering to NBC the \$49,393 aggregate exercise price with respect to such Options, and NBC and NBHI shall take all action necessary to assign and transfer to Newco all of the Limited Partner Units issuable upon exercise of such NBC Options and Double Options.

2.5.3 Each of NBC and NH shall transfer to Newco all of the Partnership Units held by it, and NBC shall transfer to Newco NBHI/Spectrum Notes having an aggregate amount outstanding of \$7,034,160 and shall assign the Security Agreement and Newco shall (1) pay NBC and NH \$32,388,753 and \$7,492,023 in cash, respectively, as set forth on the Consideration Spreadsheet, which cash amounts Newco shall transfer to NBC and NH by wire transfer in immediately available funds pursuant to instructions provided by NBC and NH, respectively, (2) assume \$7,034,160 of NBHI/Spectrum Notes, (3) issue NH 17,681 Preferred LLC Units and 7,072 Common LLC Units (Class A), as set forth on the Consideration Spreadsheet, (4) issue NH a Special Preferred Unit and (5) issue the Preferred LLC Units and Class A Common LLC Units to NBC as set forth in Section 2.7. The **“Special Preferred Unit”** shall be a membership unit issued by Newco which represents the right to receive \$10,000,000 (the **“Special Preferred Amount”**), plus Investment Earnings (as defined in the LLC Agreement) under certain circumstances set forth in the LLC Agreement, and shall have such other terms as are set forth in the LLC Agreement.

2.5.4 In cancellation of the NBHI/Spectrum Notes held by Spectrum Trust and Spectrum II, (1) Newco shall pay \$7,034,160 of the NBHI/Spectrum Notes assumed, and (2) Spectrum Trust and Spectrum II shall forgive \$537,795 of interest on the NBHI/Spectrum Notes as set forth on the Consideration Spreadsheet. The Parties agree that such payment and forgiveness shall constitute payment in full by Newco, NBHI and NBC of all NBHI/Spectrum Notes.

2.5.5 NBC shall purchase from Spectrum Trust, and Spectrum Trust shall assign and transfer to NBC, all of the NBC Options and Double Options held by Spectrum Trust for aggregate cash consideration of \$17,447,102 as set forth on the Consideration Spreadsheet, by wire transfer in immediately available funds pursuant to instructions provided by Spectrum Trust. The Transferors shall release NBHI, NBC, the Partnership and Newco from all further obligations under the NBHI/NH Option and the Double Options.

2.5.6 NBC shall purchase from Spectrum II, and Spectrum II shall assign and transfer to NBC, all of the NBC Options and Double Options held by Spectrum II for aggregate cash consideration of \$11,918,319 as set forth on the Consideration Spreadsheet, by wire transfer in immediately available funds pursuant to instructions provided by Spectrum II.

2.5.7 NBC shall purchase from Rahn, and Rahn shall assign and transfer to NBC, all of the NBC Options held by Rahn for aggregate cash consideration of \$46,813 as set

forth on the Consideration Spreadsheet, by wire transfer in immediately available funds pursuant to instructions provided by Rahn.

2.6 Acquisition of Management Options. Immediately prior to the Closing, holders of Management Options shall exercise their Management Options in an amount determined to provide the aggregate consideration to them as set forth on the Consideration Spreadsheet equal to \$1,922,890, less applicable withholding taxes, and shall agree to cancel the remainder of their Management Options. NBC shall cause each holder to deliver to NBC such agreements and instruments as reasonably requested by NBC to evidence the payment in full and cancellation of such NBC Shares. At the Closing, NBC shall deliver to the Investors a list of the names of the Persons who are entitled to receive payments in respect of the Management Options and the amounts payable to such Persons and shall confirm in writing that such amounts have been paid.

2.7 Management Interests. Spectrum Corporation, Spire Corporation, the Spire Investors, Spectrum GP, NH and the General Partner, as the members of Newco, shall cause Newco to issue to Nassau Management all of Newco's Class B Common Units representing a profits interest which, indirectly, represents 60% of the common equity of the Partnership. Newco shall issue NBC (i) a number of Class A Common LLC Units of Newco equal to the total number of Class A Common LLC Units of Newco issued and outstanding at the Closing multiplied by 1/65, and (ii) a number of Preferred LLC Units equal to the total number of Preferred LLC Units issued and outstanding at the Closing multiplied by 1/65.

2.8 Recapitalization of Partnership. Upon consummation of the transactions set forth in Section 2.1 through Section 2.7, the General Partner, the Partnership, Mercatanti, NBHI, NH, the Investors, Nassau Management and Newco shall take such action as may be required to approve and adopt Fifth Amended and Restated Partnership Agreement in the form attached hereto as Exhibit E (the "**Partnership Agreement Amendment**").

2.9 Newco Notes. The parties shall consummate the transactions contemplated by the Bridge Loan Agreement, including the exchange of Bridge Notes for Newco Notes as contemplated by Section 2.5 of the Bridge Loan Agreement.

ARTICLE 3 **CLOSING**

3.1 Closing. The Closing of the transactions contemplated herein (the "**Closing**") shall be held at 10:00 a.m., local time, at the offices of the Partnership, 619 Alexander Road, Third Floor, Princeton, New Jersey 08540 on the date on which all conditions shall have been satisfied or waived (the "**Closing Date**").

3.2 Conveyances at Closing.

3.2.1 NBC Deliveries. At the Closing, NBC shall:

(a) deliver to Newco all Limited Partner Units, NBC Options and Double Options held by it;

(b) execute and deliver to Newco one or more instruments substantially in the form attached as Exhibit F (each, an “**Assignment**”) evidencing the assignment by NBC to Newco of such Limited Partner Units, NBC Options and Double Options;

(c) execute and deliver to Newco (i) such other instruments as shall be reasonably required to vest in Newco title in and to such Limited Partner Units, NBC Options and Double Options transferred to Newco in accordance with the provisions hereof and (ii) such other documents as shall be reasonably requested by Newco to evidence the cancellation of all NBC Options;

(d) execute and deliver an affidavit stating, under penalty of perjury, NBC’s taxpayer identification number and that NBC is not a foreign person pursuant to Section 1445(b)(2) of the Code;

(e) deliver to Newco, the Partnership and the Investors evidence that all Management Options have been exercised or canceled;

(f) assign to Newco (i) Spectrum/NBHI Notes having an aggregate principal amount of \$7,034,160 and (ii) its rights and obligations under the Security Agreement; and

(g) wire the funds to be paid by NBC as specified pursuant to Article 2, subject to Section 8.12.

3.2.2 NBHI Deliveries. At the Closing, NBHI shall:

(a) execute and deliver to NBC (i) one or more Assignments evidencing the assignment by NBHI to NBC of all of its NBC Options and Limited Partner Units in accordance with the provisions hereof, (ii) such other instruments as shall be reasonably required to vest in NBC title in and to such NBC Options and Limited Partner Units transferred to NBC in accordance with the provisions hereof, (iii) all of the Spectrum/NBHI Notes, (iv) its rights and obligations under the Security Agreement and (v) such other documents as shall be reasonably requested by Newco to evidence the cancellation of all Double Options;

(b) execute and deliver to NBC and Newco an affidavit stating, under penalty of perjury, NBHI’s taxpayer identification number and that NBHI is not a foreign person pursuant to Section 1445(b)(2) of the Code;

(c) execute and deliver to Newco one or more Assignments evidencing the assignment of all of its right, title and interest to NBHI’s rights under the Big City Purchase Agreement with respect to the Belvidere Assets;

(d) execute and deliver to Newco one or more Assignments evidencing the assignment of all of its right, title and interest to, and obligations under, and such instruments as shall be reasonably required to vest in Newco title in and to the Belvidere Assets;

(e) deliver to the Escrow Agent original certificates, with stock powers endorsed in blank, representing 3,214 GP Shares and evidence that all GP Options shall have been exercised or canceled in accordance with Article 2; and

(f) wire the funds to be paid by NBHI as specified pursuant to Article 2, including the Bridge Note Cash.

3.2.3 NH Deliveries. At the Closing, NH shall execute and deliver to Newco:

(a) one or more Assignments evidencing the assignment by NH to Newco of all of its Limited Partner Units in accordance with the provisions hereof;

(b) such other instruments as shall be reasonably required to vest in Newco title in and to such Limited Partner Units transferred to Newco in accordance with the provisions hereof; and

(c) an affidavit stating, under penalty of perjury, NH's taxpayer identification number and that NH is not a foreign person pursuant to Section 1445(b)(2) of the Code;

3.2.4 Spectrum GP Deliveries. At the Closing, Spectrum GP shall execute and deliver to:

(a) Newco an Assignment evidencing its assignment to Newco of all of the Spectrum Exchanged Options; and

(b) NBC such other documents and instruments as NBC shall reasonably request to reflect the release of all collateral under the Security Agreement.

3.2.5 Spectrum Trust and Spectrum II Deliveries. At the Closing, each of Spectrum Trust and Spectrum II shall execute and deliver to:

(a) the Escrow Agent original share certificates and stock powers endorsed in blank to the Escrow Agent with respect to all of its GP Shares and an Assignment evidencing its assignment of all of its GP Options;

(b) NBC an Assignment evidencing its assignment to NBC of all of its NBC Options and Double Options;

(c) the Escrow Agent, the Investors, NBC and Newco such other instruments as shall be reasonably required to vest in title in and to such GP Shares, GP Options, NBC Options and Double Options transferred in accordance with the provisions hereof;

(d) the Escrow Agent an affidavit stating, under penalty of perjury, its taxpayer identification number and that it is not a foreign person pursuant to Section 1445(b)(2) of the Code; and

(e) Newco, NBHI and NBC the NBHI/Spectrum Notes marked “Paid in Full” and such other documents and instruments as NBHI and Newco shall reasonably request to reflect the payment in full of the NBHI/Spectrum Notes and the release of all collateral under the Security Agreement.

3.2.6 Rahn Deliveries. At the Closing, Rahn shall execute and deliver to

(a) the Escrow Agent original share certificates and stock powers endorsed in blank with respect to all of his GP Shares;

(b) NBC an Assignment evidencing its assignment to NBC of all of his NBC Options;

(c) the Escrow Agent, the Investors and NBC such other instruments as shall be reasonably required to vest in title in and to such GP Shares and NBC Options transferred in accordance with the provisions hereof; and

(d) the Escrow Agent and NBC an affidavit stating, under penalty of perjury, its taxpayer identification number and that it is not a foreign person pursuant to Section 1445(b)(2) of the Code.

3.2.7 Spectrum Corporation and Investor Deliveries. At the Closing:

(a) Spectrum Corporation and each Investor shall execute and deliver as to himself or itself a certificate to the effect as set forth in Section 9.2.1 and Section 9.4.1; and

(b) Spectrum Corporation, Spire Corporation and the Spire Investors each shall wire the funds to be paid by them as specified pursuant to Article 2.

3.2.8 Deliveries by Mercatanti, NBHI, NBC, NH and Nassau Management. At the Closing, Mercatanti, NBHI, NBC, NH and Nassau Management shall execute and deliver as to himself or itself a certificate to the effect set forth in Sections 9.3.1 and 9.4.1.

3.2.9 Partnership, Newco and General Partner Deliveries. At the Closing:

(a) Newco shall wire the funds to be paid by Newco as specified pursuant to Article 2 and the Mezzanine Purchase Agreements;

(b) Newco shall issue the LLC Units as contemplated by this Agreement.

(c) Newco shall assume all obligations with respect to the Belvidere Assets;

(d) Newco shall issue the Newco Notes as described in Section 2.3;

(e) Newco, the Partnership and the General Partner shall execute and deliver a certificate to the effect as set forth in Sections 9.1.1, 9.1.2, 9.3.1 and 9.3.2; and

(f) Newco, the Partnership and the General Partner shall deliver all consents, approvals and/or waivers from any governmental authorities necessary to permit Newco, the Partnership and the General Partner to consummate the transactions contemplated hereby and by the Ancillary Agreements, and all approvals required under any Regulations to carry out the transactions contemplated by this Agreement and the Ancillary Agreements.

3.3 Ancillary Agreements. At the Closing, each Party shall execute and deliver to the other parties thereto to the extent applicable each other Ancillary Agreement to which such Party is a party.

3.4 Form of Instruments. To the extent that a form of any document to be delivered hereunder is not attached as an exhibit, such documents shall be in form and substance, and shall be executed and delivered in a manner, mutually satisfactory to the Partnership, the Spectrum Investors, Spire and Mercatanti.

3.5 Affiliated Parties. To the extent a counterparty of any agreement required by this Agreement is an Affiliate of any Party hereto, such Party shall use its commercially reasonable best efforts to cause its Affiliate to make the deliveries required by this Agreement.

3.6 Further Actions. If at any time at and after the Closing, any further action is necessary to vest any Party to which securities are being transferred or issued pursuant to this Agreement with full right, title and possession in and to all such securities, the transferor Party shall execute and deliver any deeds, bills of sale, assignments or similar documents or instruments as may be reasonable required by the transferee Party.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF THE PARTNERSHIP AND THE GENERAL PARTNER

Except as otherwise set forth in the applicable schedules to the Disclosure Schedule delivered by the Partnership and the General Partner, the Partnership and the General Partner hereby represent and warrant, jointly and severally, to each of the Investors and Newco as follows, which representations and warranties are, as of the date hereof, and will be, as of the Closing Date, true and correct, except for representations or warranties made as of a specific time, which shall be true and correct as of such time (provided that for purposes of Section 4.5 through Section 4.21 (and the defined terms used therein), unless the context requires otherwise, **“Partnership”** shall refer collectively to the Partnership, the General Partner and the Subsidiaries (as defined in Section 4.4); provided that any representations or warranties in this Article 4 pertaining to the Belvidere Assets or the Zoma Assets prior to consummation of the Big City Purchase Agreement or the Zoma Agreement, as the case may be, shall be limited to the Knowledge of the Partnership or General Partner, as applicable:

4.1 Organization. The Partnership is a partnership and the General Partner is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full partnership or corporate power and authority to conduct its businesses as they are presently being conducted and to own and lease its properties and assets. The Partnership and the General Partner are duly qualified to do business as a foreign partnership or

corporation and are in good standing in each jurisdiction where the character of its properties owned or leased or the nature of its activities make such qualification necessary, except where the failure to be so qualified or in good standing would not have a Material Adverse Effect. Copies of the Certificate of Formation and the Partnership Agreement of the Partnership heretofore delivered to the Investors are accurate and complete as of the date on which this representation and warranty is made. Copies of the Certificate of Incorporation and Bylaws of the General Partner heretofore delivered to the Investors are accurate and complete as of the date on which this representation and warranty is made.

4.2 Authorization. The Partnership and the General Partner have all requisite partnership or corporate power and authority, and have taken all partnership or corporate action necessary, to execute and deliver this Agreement and each Ancillary Agreement to which each is a party, to consummate the transactions contemplated hereby and thereby and to perform its respective obligations hereunder and thereunder. The execution and delivery of this Agreement and the Ancillary Agreements to which it is a party by the Partnership and the General Partner and the consummation by the Partnership and the General Partner of the transactions contemplated hereby and thereby have been duly approved by the General Partner. No other partnership or corporate proceedings on the part of the Partnership or the General Partner are necessary to authorize this Agreement and the Ancillary Agreements to which each is a party or any of the transactions contemplated hereby or thereby. This Agreement has been duly executed and delivered by the Partnership and the General Partner and is, and upon execution and delivery of each of the Ancillary Agreements to which each is a party, each Ancillary Agreement will be, legal, valid and binding obligations of it, enforceable against each of the Partnership and the General Partner in accordance with its terms, as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally.

4.3 No Conflict or Violation; Consents. Subject to the consents of third parties set forth on Schedule 4.3, none of the execution, delivery or performance of this Agreement or any Ancillary Agreement, the consummation of the transactions contemplated hereby or thereby, nor compliance by the Partnership or the General Partner with any of the provisions hereof or thereof, will (a) violate or conflict with any provision of the Partnership's or the General Partner's governing documents, (b) violate, conflict with, result in a breach of or constitute a Default (with or without notice or passage of time) under, or result in the termination of, or accelerate the performance required by, or result in a right to terminate, accelerate or modify under, or require a notice under, or result in the creation of any Encumbrance upon any of the Assets under, any FCC Permit, Material Contract or, to the Knowledge of the Partnership, other Permit, (c) violate any Regulation or Court Order or (d) impose any Encumbrance on any Assets or on the Business. Except as set forth on Schedule 4.3, no notices to, declaration, filing or registration with, approvals or consents of, or assignments by, any Persons (including any federal, state or local governmental or administrative authorities) are necessary to be made or obtained by the Partnership or the General Partner in connection with the execution, delivery or performance of this Agreement or any Ancillary Agreement.

4.4 Subsidiaries, Etc. Schedule 4.4 lists each subsidiary of the Partnership (each a "**Subsidiary**," and collectively, the "**Subsidiaries**") and its jurisdiction of organization. Each of the Subsidiaries is wholly owned, directly or indirectly, by the Partnership. Except for the

Subsidiaries and the General Partner's Partnership Units, and except for such other equity interests set forth on Schedule 4.4, neither the Partnership nor the General Partner has any direct or indirect stock or other equity or ownership interest (whether controlling or not) in any corporation, association, partnership, limited liability company, joint venture or other entity. For each Subsidiary, Schedule 4.4 includes: (i) the authorized and outstanding equity securities of such Subsidiary, (ii) the name of each holder of securities of such Subsidiary, and (iii) all outstanding options, warrants, convertible securities or rights of any kind to purchase or otherwise acquire any shares of capital stock or other securities of such Subsidiary.

4.5 Financial Information. The Partnership has delivered to the Investors true, accurate and complete copies of (i) its audited consolidated balance sheet as of December 31, 2001, and the related audited consolidated statements of operations and comprehensive income (loss), partners' deficit and cash flows for the twelve (12) months then ended, together with the notes thereto and applicable auditor's report (the "**2001 Financials**"), (ii) its reviewed balance sheet as of June 30, 2002, and the related reviewed statement of operations and comprehensive income (loss) and partners' deficit for the six months then ended (the "**June 2002 Financials**"), and (iii) its unaudited balance sheet as of December 31, 2002 (the "**Balance Sheet Date**"), and the related unaudited statements of operations and comprehensive income (loss) and partners' deficit for the twelve months then ended (the "**2002 Financials**," and collectively with the 2001 Financials and the June 2002 Financials, the "**Financial Statements**"). The Financial Statements (a) are consistent with the Partnership's Books and Records, (b) have been prepared in accordance with generally accepted accounting principles consistently applied, and (c) present fairly the financial position of the Partnership and the Business in all material respects as of the respective dates thereof. The Partnership maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed with management's authorizations and (ii) transactions are recorded as necessary to permit preparation of financial statements and to maintain the ability to account for Assets.

4.6 Undisclosed Liabilities. Except as set forth on Schedule 4.6, to the Knowledge of the Partnership, there are no Liabilities relating to the Business or the Assets that have not been disclosed herein, in the Financial Statements or in the Disclosure Schedule other than (a) Liabilities arising in the ordinary course of business under Contracts and (b) Liabilities incurred since the Balance Sheet Date in the ordinary course of business and not in violation of this Agreement (none of which relates to any Default under any Contract or Permit, breach of warranty, tort, infringement or violation of any Regulation or Court Order or arose out of any Action).

4.7 Books and Records. The Partnership has made and kept (and given the Investors and their Representatives access to) its true, correct and complete Books and Records, which, in reasonable detail, accurately and fairly reflect the activities of the Business. The Partnership and General Partner have delivered to the Investors true, correct and complete copies of the Partnership Agreement, the Certificate of Incorporation and Bylaws (or like governing documents) of each of the Partnership and the General Partner and all amendments thereto through the date hereof. The Partnership has not engaged in any transaction, maintained any bank account or used any corporate funds except for transactions, bank accounts and funds which have been and are reflected in its Books and Records.

4.8 Absence of Certain Changes or Events. Except as set forth on Schedule 4.8, since the Balance Sheet Date, there has not been any event or condition that in any one case or in the aggregate has had or might be reasonably expected to have a Material Adverse Effect.

4.9 Assets. All tangible assets and properties which are part of the Assets are in all material respects in good operating condition and repair, are usable in the ordinary course of business as currently conducted, are maintained in compliance with good engineering practices and are otherwise sufficient to permit the Partnership to operate the Stations in material compliance with the FCC Permits, the Communications Act of 1934, as amended, and the rules and regulations of the FCC.

4.10 Contracts and Commitments.

4.10.1 Contracts. Schedule 4.10.1 lists all of the Material Contracts to which the Partnership is a party or is bound, or by which any of the Assets are bound or Encumbered as of the date of this Agreement.

4.10.2 Enforceability, Absence of Defaults, Etc. All of the Material Contracts are valid, binding and enforceable against the Partnership, and, to the Knowledge of the Partnership, against the other party or parties thereto, in accordance with their terms, as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally. To the Knowledge of the Partnership, there is no existing Default or dispute under or with respect to any Material Contract to which the Partnership is a party or by which any of the Assets are bound. No notice of any claim of Default under any Material Contract has been given to the Partnership.

4.10.3 Material Contracts. "**Material Contracts**" shall mean: (i) Contracts not made in the ordinary course of business; (ii) Contracts involving expenditures or Liabilities, actual or reasonably expected to result, or revenues in excess of \$100,000.00 after the date hereof or otherwise material to the Business or the Assets; (iii) employment contracts, consulting contracts and severance agreements, including Contracts to employ or terminate executive officers or other personnel and other Contracts with present or former officers or directors of Partnership that will result in the payment by, or the creation of any Liability to pay by or on behalf of, the Partnership any payment on a change of control of the Partnership; (iv) promissory notes, loans, agreements, indentures, evidences of indebtedness, guarantees, currency or interest rate agreements or other instruments relating to any obligation to pay money, whether the Partnership shall be the borrower, lender or guarantor thereunder; (v) except as set forth on Schedule 4.10.3, Contracts containing covenants limiting the freedom of the Partnership or any officer, director, employee, or any Affiliate of the Partnership, to engage in any line of business or compete with any Person that relates directly or indirectly to the Business; (vi) any Contract with the federal, state or local government or any agency or department thereof; (vii) any lease for real property (the "**Lease Agreements**"); (viii) any lease for personal property that is material to, or represents a material Liability of, the Business or Assets; and (ix) any letters of credit.

4.11 Permits.

4.11.1 Schedule 4.11.1 contains a true and complete list of all material licenses, permits, franchises, applications, assignments and other authorizations (“**Permits**”) issued by federal, state, municipal and local governmental authorities in connection with the operation of the Business as presently conducted (including all permits required under applicable Environmental Law), other than FCC Permits, required to operate the Stations, and all applications for modification, extension or renewal thereof. The Partnership has delivered to the Investors true and complete copies of such Permits. Each Permit listed on Schedule 4.11.1 has been validly issued to the Partnership. Each Permit listed on Schedule 4.11.1 has been validly issued to the Partnership or a Subsidiary. The Permits comprise all the licenses, permits, applications, assignments and other authorizations required from governmental and regulatory authorities for the lawful conduct of the Business and the operation of the Stations in the manner and to the full extent now conducted, and none of the Permits is subject to any restriction or condition that would limit the operations of Business as it is now conducted, except where the failure to obtain any such Permit, or any such restriction or condition, would not have a Material Adverse Effect. The Permits are in full force and effect and none of the General Partner, the Partnership or any Subsidiary is in Default with respect to any such Permit, except where such Default would not have a Material Adverse Effect. No present or former partner, shareholder, director, officer or employee of the Partnership or any Affiliate, or any other Person, owns or has any proprietary, financial or other interest (direct or indirect) in any material Permit that the Partnership owns, possesses or uses.

4.11.2 Schedule 4.11.2 contains a true and complete list of all Permits issued by the Federal Communications Commission (the “**FCC**”) to operate the Stations, and all applications for modification, extension or renewal thereof (the “**FCC Permits**”). The Partnership has delivered to the Investors true and complete copies of the FCC Permits. Each FCC Permit listed on Schedule 4.11.2 has been validly issued to the Partnership or a Subsidiary. The FCC Permits comprise all the licenses, permits, applications, assignments and other authorizations required from the FCC for the lawful conduct of the Business and the operation of the Stations in the manner and to the full extent now conducted, and none of the FCC Permits is subject to any restriction or condition that would limit the operations of Business as it is now conducted. The FCC Permits are in full force and effect and the Partnership is not in Default with respect to any such Permit. The FCC Permits are valid for the balance of the current license term applicable generally to radio stations licensed to communities in the state where the Stations are located, are unimpaired by any acts or omissions of the Partnership or any of its Affiliates, or the employees, agents, officers, directors, partners or members of the Partnership or any of its Affiliates, and are free and clear of any restrictions which might limit the full operation of the Stations in the manner and to the full extent as they are now operated (other than restrictions under the terms of the FCC Permits themselves). The Partnership has not received any notice of any violations of the FCC Permits, the Communications Act of 1934, as amended, or the rules and regulations thereunder. There are no pending or, to the Knowledge of the Partnership, threatened proceedings by or before the FCC or any other governmental or regulatory body which would result in the revocation, cancellation, suspension or adverse modification of any of the Permits or the imposition of any forfeiture, nor to the Knowledge of the Partnership are there any facts that would give rise to or form the basis for such a proceeding. The Partnership is not aware of any reason why any of the FCC Permits subject to expiration might not be renewed in the ordinary course for a full term without material qualifications or of any reason why any of the FCC Permits might be revoked. The Stations are in compliance with the FCC’s policy on

exposure to radio frequency radiation. No present or former partner, shareholder, director, officer or employee of the Partnership or any Affiliate, or any other Person, owns or has any proprietary, financial or other interest (direct or indirect) in any FCC Permit that the Partnership owns, possesses or uses.

4.12 Litigation. Except as set forth on Schedule 4.12, there are no Court Orders or actions, suits, litigations, proceedings, hearings, labor disputes, arbitral actions, mediations, governmental audits, criminal prosecutions, petitions or complaints before the FCC, or unfair labor practice charges or complaints (each an “**Action**,” and collectively, “**Actions**”) pending, and to the Knowledge of the Partnership, there are no Actions threatened or anticipated against, related to or affecting the Business or any Assets or seeking to delay, limit or enjoin the transactions contemplated by this Agreement or any Ancillary Agreement. Neither the Partnership nor any of its officers, directors or management personnel, is in Default with respect to or subject to any Court Order the terms of which Court Order affect, subject, or are binding on, the Partnership, the Assets or the Business, or the performance of any tasks by such officer, director or management personnel on behalf of the Partnership, and there are no unsatisfied judgments against Partnership with respect to the Business or the Assets.

4.13 Labor Matters. The Partnership (a) is not a party to any labor agreement with respect to its employees with any labor organization, union, group or association and there are no employee unions (nor any other similar labor or employee organizations), and (b) has not experienced any attempt by organized labor or its representatives to make the Partnership conform to demands of organized labor relating to its employees or to enter into a binding agreement with organized labor that would cover its employees. There is no labor strike or labor disturbance pending or, to the Knowledge of the Partnership, threatened against the Partnership with respect to the Business nor is any grievance currently being asserted, and the Partnership has not experienced a work stoppage or other labor difficulty, and are not engaging and have not engaged in any unfair labor practice. Without limiting the foregoing, the Partnership is in compliance with the Immigration Reform and Control Act of 1986 and maintains a current Form I-9, as required by such Act, in the personnel file of each employee.

4.14 Compliance with Law; Broadcast Licenses. The Partnership has not, including in connection with the conduct of the Business, materially violated, and is in material compliance with, all Regulations and Court Orders relating to the Assets and/or the Business. Without limiting the generality of the foregoing:

4.14.1 The Stations’ transmitting and studio equipment is operating in material compliance with the terms and conditions of the FCC Permits and all underlying construction permits, the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC, including, without limitation, all regulations concerning equipment authorization and human exposure to radio frequency radiation. The Stations are not causing interference in material violation of FCC rules to the transmission of any other broadcast station or communications facility, nor has the Partnership received any complaints with respect thereto, and, to the Partnership’s Knowledge, no other broadcast station or communications facility is causing interference in material violation of FCC rules to the Stations’ transmissions or the public’s reception of such transmissions;

4.14.2 The Partnership has not received notification from the FCC that the Stations' employment practices fail to comply with FCC rules and policies;

4.14.3 Except as set forth on Schedule 4.14.3, all ownership reports, employment reports and other documents required to be filed by the Partnership with the FCC have been filed. Such items as are required to be placed in the Stations' local public inspection files have been placed in such files. All proofs of performance and measurements that are required to be made by the Partnership with respect to the Stations' transmission facilities have been completed and filed at the Stations. All information contained in the foregoing documents is true, complete and accurate; and

4.14.4 The towers used in the operation of the Stations are obstruction marked and lighted to the extent required by, and in accordance with the rules and regulations of the Federal Aviation Administration (the "FAA") and the FCC. Appropriate notification to the FAA has been filed for such towers where required by FCC rules and regulations.

4.15 Qualification as Broadcast Licensee. The Partnership is qualified under the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC to be a licensee of the Stations. Except as set forth on Schedule 4.15, there are no proceedings, complaints, notices of forfeiture, claims, investigations pending or, to the Knowledge of the Partnership, threatened against any or in respect of any of the Stations licensed to the Partnership or its Subsidiaries that would materially impair the qualifications of either the Partnership or a license subsidiary of the Partnership to be a licensee of the Stations.

4.16 No Brokers. None of the Partnership, the General Partner nor any of their respective officers, directors, employees, Affiliates or Representatives has employed or made any agreement with any broker, finder or similar agent or any Person in connection with the transactions contemplated hereby.

4.17 Tax Matters.

4.17.1 Filing of Tax Returns and Payment of Taxes. The Partnership has timely filed with the appropriate taxing authorities all material Tax Returns required to be filed through the date hereof. Such Tax Returns filed are complete and accurate in all material respects. Except as set forth on Schedule 4.17.1, all Taxes due and payable by the Partnership on or before the date hereof (whether or not shown on any Tax Return) have been timely paid. The Partnership is not the beneficiary of any extension of time within which to file any material Tax Return. Each of NH, NBC and NBHI has, and to the Knowledge of the Partnership, all other holders of Limited Partner Units have, included any income, gain, loss, deduction or other tax items for periods ending on or prior to the Closing Date on its Tax Returns in a manner consistent with the Schedule K-1s furnished by the Partnership to such holder for such periods. The Partnership has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party.

4.17.2 Audits, Investigations or Claims. No material deficiencies for Taxes of the Partnership have been claimed, proposed or assessed by any taxing authority. There are no

pending, ongoing or threatened audits of Tax Returns, and there are no matters under discussion with any governmental authorities, that in either case are likely to result in an additional Liability for Taxes with respect to the Partnership. Neither the Partnership nor any predecessor has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

4.17.3 Liens. There are no material Encumbrances for Taxes (other than for current Taxes not yet due and payable) on any of the assets of the Partnership.

4.17.4 Other Entity Liability. Except as set forth on Schedule 4.17.4, the Partnership does not have any material Liability for the Taxes of any other Person (including, but not limited to, any holder of Partnership Units in the Partnership or any Affiliate of such holder) as a transferee, successor, by contract or otherwise.

4.18 Compliance With Environmental Laws. The Partnership is, and within the period of all applicable statutes of limitation has been, in material compliance with all applicable Environmental Laws. There is and has been no handling, storage, use or Release of Hazardous Substances by the Partnership in violation of any applicable Environmental Law or that has resulted or reasonably could be expected to result in any Liability to the Partnership under any Environmental Law or any Environmental Condition. The Partnership has not received any notice of alleged, actual or potential responsibility for, or any inquiry or investigation regarding, any Environmental Condition. The Partnership has provided true, complete and correct copies of all written reports or all environmental audits or assessments in its possession or control which have been conducted in respect of the Assets within the past five years.

4.19 ERISA. Except for matters that would not reasonably be expected to have a Material Adverse Effect, (a) each employee benefit plan (as such term is defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”)) maintained or sponsored by the Partnership as been maintained in material compliance with all applicable laws, including but not limited to ERISA and/or the Code; (b) the Partnership has no material liability to any employee benefit plan which is subject to Title IV of ERISA; (c) to the Knowledge of the Partnership, no fact exists which could result in any material excise tax or other penalty being imposed on the Partnership under ERISA or the Code.

4.20 Transactions with Related Parties. Schedule 4.20 sets forth all transactions, Contracts or arrangements between a Related Party and the Partnership or any transaction, Contract or arrangement to which a Related Party is a party and in which the Partnership has an interest or receives a benefit, including, without limitation, any Contract (a) providing for the furnishing of services by, (b) providing for the rental of real or personal property from or (c) otherwise requiring payments to (other than for services as officers, directors or employees of the Partnership or the General Partner) any such Related Party; provided that with respect to any Related Party described in clause (ii) of the definition of Related Party, the foregoing representations shall be made only as to the Knowledge of the Partnership.

4.21 Capitalization of the General Partner and the Partnership.

4.21.1 Authorized Capitalization. The authorized capitalization of the General Partner consists of 800,000 GP Shares, of which 244,667 shares of Class A Common Stock are issued and outstanding, and no additional shares of capital stock of the General Partner will be issued after the date hereof. The General Partner has no other capital stock authorized, issued or outstanding. The Recitals correctly set forth the current ownership of the Partnership and the General Partner.

4.21.2 No Other Capital Stock, Options, Warrants. Except as set forth in the Recitals or pursuant to the Press Security Agreement, there are no outstanding options, warrants, convertible securities or rights of any kind to purchase or otherwise acquire any shares of capital stock or other securities of the General Partner, the Partnership, NBC or NH, and none of the General Partner, the Partnership, NBHI, NBC or NH has any stock appreciation rights, phantom stock or other similar rights outstanding.

4.21.3 Valid Issuances. After giving effect to the transactions contemplated hereby and the Closing hereunder, all outstanding GP Shares, and all outstanding equity interests in the Partnership, are validly issued, fully paid and non-assessable and not subject to any preemptive rights created by statute, any of the General Partner's or the Partnership's governing documents, or any Contract (other than the Ancillary Agreements). All outstanding GP Shares, and all outstanding equity interests in the Partnership, have been issued in compliance with all federal and state corporate and securities laws.

4.22 Stockholders' Agreements, etc. Except for the Registration Rights Agreements, the Investment Agreement and the Securityholders' Agreement, neither the General Partner nor the Partnership is a party to any stockholder agreement, voting trust, proxy or other agreement or understanding with respect to or concerning the purchase, sale or voting of the capital stock of the General Partner or the equity interests of the Partnership, including any registration rights.

4.23 Private Placement. Subject in part to the truth and accuracy of the Investors' representations set forth in this Agreement, the offer, sale and issuance of capital stock of the General Partner and equity interests of the Partnership as contemplated by this Agreement are exempt from the registration requirements of the Securities Act (as hereinafter defined), and none of the Partnership, the General Partner or any authorized agent acting on their behalf will take any action hereafter that would cause the loss of such exemption.

4.24 Condition of Real Property. The real property identified on Schedule 4.24 constitutes all the real property owned, leased or licensed by the Partnership or its Subsidiaries in connection with the operation of the Business as it is now operated (the "**Real Property**"). No real property, other than that listed on Schedule 4.24, is used in, or held for use in connection with, or necessary for the conduct of the Business as it is now operated. To the Knowledge of the Partnership:

4.24.1 There are no encroachments upon the Real Property by any buildings, structures, or improvements located on adjoining real estate. None of the buildings, structures, or improvements (including, without limitation, any ground radials, guy wires or guy anchors) constructed on the Real Property encroaches upon adjoining real estate, and all such buildings, structures, and improvements are constructed in conformity with or are "grandfathered" with

respect to all “setback” lines, easements, and other restrictions, or rights of record, or that have been established by any applicable building or safety code or zoning ordinance. Such “grandfathered” approvals shall survive indefinitely the consummation of the transactions contemplated by this Agreement. No utility lines serving the Real Property pass over the lands of others except where appropriate easements have been obtained. There are no pending, or to the Partnership’s Knowledge, threatened or contemplated condemnation or eminent domain proceedings that may affect the Real Property. There are no material structural defects in the buildings, structures, and improvements located on the Real Property. All towers and other structures on the Real Property are painted and lighted in accordance with the requirements of the FCC Permits, the FCC, the FAA and all applicable requirements of federal, state and local law. The towers on the Real Property can structurally support all of the permitted equipment necessary for the operation of the Stations as currently conducted in accordance with sound engineering practices. All Real Property has legal and insurable access from a public roadway for vehicles and by foot.

4.24.2 The Partnership has the exclusive right to use and occupy that portion of the premises leased under each Lease Agreement. The Partnership enjoys peaceful and undisturbed possession of that portion of the premises leased by the Partnership under the Lease Agreements. The Partnership’s interests under the Lease Agreements are free and clear of all Encumbrances.

4.25 No Misstatements Or Omissions. To the Knowledge of the Partnership, no representations or warranties by the Partnership in this Agreement, nor any document, exhibit, statement, certificate or schedule heretofore or hereinafter furnished in connection with the transactions contemplated hereby, including without limitation the Disclosure Schedule, contains or will contain any untrue statement of fact, or omits or will omit to state any fact necessary to make the statements or facts contained therein not misleading.

ARTICLE 5 **REPRESENTATIONS AND WARRANTIES OF** **THE INVESTORS AND THE TRANSFERORS**

Except as otherwise set forth in the applicable schedules to the Disclosure Schedule delivered by any Transferor or Investor, each Investor and each Transferor hereby represents and warrants, severally and not jointly, to each of the other Parties, which representations and warranties are, as of the date hereof, and will be, as of the Closing Date, true and correct, except for representations or warranties made as of a specific time, which shall be true and correct as of such time:

5.1 Organization. Each Investor and Transferor that is not an individual or a trust is a corporation, limited liability company or a partnership duly organized, validly existing and in good standing under the laws of the state of its incorporation or formation and has full corporate, limited liability company or partnership power and authority to conduct its businesses as it is presently being conducted and to own and lease its properties and assets.

5.2 Authorization.

5.2.1 Each Transferor who is an individual or a trust has all requisite power and authority, and has taken all action necessary, to execute and deliver this Agreement and each Ancillary Agreement to which he or it is a party, to consummate the transactions contemplated hereby and thereby and to perform his or its obligations hereunder and thereunder. This Agreement has been duly executed and delivered by such Transferor and is, and upon execution and delivery of each of the Ancillary Agreements to which he or it is a party, each Ancillary Agreement will be, legal, valid and binding obligations of him, enforceable against him or it in accordance with its terms, as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally.

5.2.2 Each Investor or Transferor that is not an individual or trust has all requisite corporate, limited liability company or partnership power and authority, and has taken all corporate, limited liability company or partnership action necessary, to execute and deliver this Agreement and each Ancillary Agreement to which it is a party, to consummate the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Ancillary Agreements to which it is a party by such Investor or Transferor and the consummation by it of the transactions contemplated hereby and thereby have been duly approved. No other corporate, limited liability company or partnership proceedings on the part such Investor or Transferor is necessary to authorize this Agreement and the Ancillary Agreements to which it is a party or any of the transactions contemplated hereby or thereby. This Agreement has been duly executed and delivered by such Investor or Transferor and is, and upon execution and delivery of each of the Ancillary Agreements to which it is a party, each Ancillary Agreement will be, legal, valid and binding obligations of it, enforceable against it in accordance with its terms, as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally.

5.3 No Conflict or Violation; Consents. None of the execution, delivery or performance of this Agreement or any Ancillary Agreement, the consummation of the transactions contemplated hereby or thereby, nor compliance by the Investor or Transferor with any of the provisions hereof or thereof, will (a) if applicable, violate or conflict with any provision of such Investor's or Transferor's governing documents, or (b) violate any Regulation or Court Order. No notices to, declaration, filing or registration with, approvals or consents of, or assignments by, any Persons (including any federal, state or local governmental or administrative authorities) are necessary to be made or obtained by such Investor or Transferor in connection with the execution, delivery or performance of this Agreement or any Ancillary Agreement.

5.4 No Brokers. No Transferor or Investor nor any of their respective employees, Affiliates or Representatives has employed or made any agreement with any broker, finder or similar agent or any Person in connection with the transactions contemplated hereby or by any Ancillary Agreement.

5.5 Securities Law Matters. With respect to the LLC Units to be issued by Newco and the Partnership Units to be issued by the Partnership hereunder, each Investor, Newco, NBHI, NBC, NH and Nassau Management represents and warrants:

(a) It is acquiring its respective LLC Units and Partnership Units for investment for its own account and not with a view to, or for resale in connection with, the distribution thereof in contravention of any legal requirement.

(b) Its knowledge and experience in financial and business matters are such that each is capable of evaluating the merits and risks of the acquisition by it of the LLC Units and Partnership Units. It is a sophisticated person and is relying upon its own due diligence investigations.

(c) Its financial condition is such that it can afford to bear the economic risk of holding its LLC Units for an indefinite period of time and it has adequate means for providing for its current needs and contingencies and to suffer a complete loss of its investment in its LLC Units and Partnership Units.

(d) It is an “accredited investor” as defined in Rule 501 under the Securities Act of 1933, as amended (the “**Securities Act**”).

(e) It has been advised that with respect to the LLC Units and Partnership Units, (i) none have been registered under the Securities Act, (ii) they may need to be held indefinitely, and it must continue to bear the economic risk of its investment unless they are subsequently registered under the Securities Act or an exemption from such registration is available, (iii) there is no public market and no assurance can be provided that such a market will develop, (iv) when and if they may be disposed of without registration in reliance on Rule 144 promulgated under the Securities Act, such disposition can be made only in limited amounts in accordance with the terms and conditions of such Rule, and (v) if the Rule 144 exemption is not available, public sale without registration will require compliance with an exemption under the Securities Act.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF NBHI

Except as otherwise set forth in the applicable schedules to the Disclosure Schedule delivered by NBHI, NBHI hereby represents and warrants to the Investors, which representations and warranties are, as of the date hereof, and will be, as of the Closing Date, true and correct:

6.1 No Conflict or Violation; Consents. Subject to the consents of third parties set forth on Schedule 6.1, none of the execution, delivery or performance of this Agreement or any Ancillary Agreement, the consummation of the transactions contemplated hereby or thereby, nor compliance by NBHI with any of the provisions hereof or thereof, will (a) violate, conflict with, result in a breach of or constitute a Default (with or without notice or passage of time) under, or result in the termination of, or accelerate the performance required by, or result in a right to terminate, accelerate or modify under, or require a notice under, or result in the creation of any Encumbrance upon any of the Belvidere Assets or the Zoma Assets under, any FCC Permit, Material Contract or, to the Knowledge of NBHI, other Permit, in each case related to the Belvidere Assets or the Zoma Assets, (c) violate any Regulation or Court Order or (d) impose any Encumbrance on any Belvidere Assets or Zoma Assets.

6.2 Big City Assets; Bridge Note Cash. Immediately prior to NBHI's assignment to Newco of all right, title and interest in and to, and Newco's assumption of all obligations under, the Belvidere Assets and NBHI's rights under the Big City Purchase Agreement with respect to the Belvidere Assets, (i) NBHI will own all of the Belvidere Assets, free and clear of all Encumbrances, and (ii) other than NBHI, neither Mercatanti nor any his Affiliates or Related Parties will own any assets that are related to or that are used in connection with the Belvidere Assets. At the Closing, NBHI shall deliver to Newco and the Investors a true and correct accounting through the Closing Date for the cash received or paid by NBHI pursuant to the Bridge Notes and the Big City Agreements.

6.3 Big City Agreements and the Bridge Loan Agreement. Schedule 6.3 sets forth a true and correct list of all of the Big City Agreements. True and correct copies of the Big City Agreements, including all attachments thereto, have been provided to the Spectrum Investors, the Spire Investors and Newco. To the Knowledge of NBHI, there is no existing Default or dispute under or with respect to any Big City Agreement related to the Belvidere Assets or the Zoma Assets or any agreement entered into by NBHI pursuant thereto, to which NBHI is a party or by which any of NBHI's assets are bound. No notice of any claim of Default under any Belvidere Assets or Zoma Assets, the Big City Purchase Agreement as it relates to the Belvidere Assets, the Zoma Agreement, or any agreement entered into by NBHI pursuant thereto has been given to NBHI.

6.4 Compliance with Law; Broadcast Licenses. To the Knowledge of NBHI, NBHI has not, including in connection with the ownership of the Belvidere Assets or the Zoma Assets during the period of time after which NBHI shall have acquired the Belvidere Assets or the Zoma Assets, materially violated, and is in material compliance with, all Regulations and Court Orders. Without limiting the generality of the foregoing, and with respect to the Belvidere Assets and Zoma Assets during such time as NBHI has ownership thereof:

6.4.1 To the Knowledge of NBHI, the Belvidere Assets and the Zoma Assets transmitting and studio equipment is operating in material compliance with the terms and conditions of the FCC Permits and all underlying construction permits, the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC, including, without limitation, all regulations concerning equipment authorization and human exposure to radio frequency radiation. The Belvidere Assets and the Zoma Assets are not causing interference in material violation of FCC rules to the transmission of any other broadcast station or communications facility, nor has NBHI received any complaints with respect thereto, and, to the Knowledge of NBHI, no other broadcast station or communications facility is causing interference in material violation of FCC rules to the Stations' transmissions or the public's reception of such transmissions;

6.4.2 NBHI has not received notification from the FCC that the Belvidere Assets' or the Zoma Assets' employment practices fail to comply with FCC rules and policies;

6.4.3 To the Knowledge of NBHI, except as set forth on Schedule 6.4.3, all ownership reports, employment reports and other documents required to be filed by NBHI with the FCC have been filed. Such items as are required to be placed in the Belvidere Assets and the Zoma Assets local public inspection files have been placed in such files. All proofs of

performance and measurements that are required to be made by NBHI with respect to the Belvidere Assets and the Zoma Assets transmission facilities have been completed and filed at the Belvidere Assets and Zoma Assets, respectively. All information contained in the foregoing documents is true, complete and accurate; and

6.4.4 To the Knowledge of NBHI, the towers used in the operation of the Belvidere Assets and the Zoma Assets are obstruction marked and lighted to the extent required by, and in accordance with the rules and regulations of the Federal Aviation Administration (the “FAA”) and the FCC. Appropriate notification to the FAA has been filed for such towers where required by FCC rules and regulations.

6.5 Qualification as Broadcast Licensee. NBHI is qualified under the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC to be a licensee of the Belvidere Assets and the Zoma Assets. Except as set forth on Schedule 4.15, there are no proceedings, complaints, notices of forfeiture, claims, investigations pending or, to the Knowledge of NBHI, threatened against any or in respect of any of the Bevidere Assets or the Zoma Assets licensed to NBHI that would materially impair the qualifications of NBHI to be a licensee of the Bevidere Assets or the Zoma Assets.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES OF NEWCO **AND NASSAU MANAGEMENT**

Except as otherwise set forth in the applicable schedules to the Disclosure Schedule delivered by Newco or Nassau Management, each of Newco and Nassau Management hereby represent and warrant to the Investors, Mercatanti, NH and NBHI, severally and not jointly, which representations and warranties are, as of the date hereof, and will be, as of the Closing Date, true and correct, except for representations or warranties made as of a specific time, which shall be true and correct as of such time:

7.1 Organization. Each is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full limited liability company power and authority to conduct its businesses as it is presently being conducted and to own and lease its properties and assets. Each is duly qualified to do business as a foreign limited liability company and is in good standing in each jurisdiction where the character of its properties owned or leased or the nature of its activities make such qualification necessary, except where the failure to be so qualified or in good standing would not have a material adverse effect.

7.2 Authorization. Each has all requisite limited liability company power and authority, and has taken all limited liability company action necessary, to execute and deliver this Agreement and each Ancillary Agreement to which it is a party, to consummate the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Ancillary Agreements to which it is a party by it and the consummation by it of the transactions contemplated hereby and thereby have been duly approved by its managing member. No other proceedings under the limited liability company agreement on its part is necessary to authorize this Agreement and the Ancillary

Agreements to which it is a party or any of the transactions contemplated hereby or thereby. This Agreement has been duly executed and delivered by it and is, and upon execution and delivery of each of the Ancillary Agreements to which it is a party, each Ancillary Agreement will be, legal, valid and binding obligations of it, enforceable against it in accordance with its terms, as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally.

7.3 No Conflict or Violation; Consents. None of the execution, delivery or performance of this Agreement or any Ancillary Agreement, the consummation of the transactions contemplated hereby or thereby, nor compliance by it with any of the provisions hereof or thereof, will (a) violate or conflict with any provision of its governing documents, (b) violate, conflict with, result in a breach of or constitute a Default (with or without notice of passage of time) under, or result in the termination of, or accelerate the performance required by, or result in a right to terminate, accelerate or modify under, or require a notice under, or result in the creation of any Encumbrance upon any of its assets, under any contract or permit to which it is a party or (c) violate any Regulation or Court Order or (d) impose any Encumbrance on any of its assets or business. No notices to, declaration, filing or registration with, approvals or consents of, or assignments by, any Persons (including any federal, state or local governmental or administrative authorities) are necessary to be made or obtained by it in connection with the execution, delivery or performance of this Agreement or any Ancillary Agreement.

7.4 Formation. Each has been formed for the purpose of engaging in the transactions contemplated hereby and by the Ancillary Agreements to which it is a party, each has no Liabilities (except pursuant to and/or in connection with this Agreement and/or the Ancillary Agreements), and neither has engaged, and will not engage prior to the Closing, in any activities other than those necessary to effectuate the terms of this Agreement and the Ancillary Agreements to which it is a party.

ARTICLE 8

COVENANTS OF THE PARTIES

Each Party covenants, on behalf of himself or itself, with each other as follows:

8.1 Further Assurances. Upon the terms and subject to the conditions contained herein, the Parties agree, before the Closing, (i) to use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements, excluding in any event the waiver by any such Party of the conditions set forth for the benefit of such Party in this Agreement, (ii) as promptly as practicable to negotiate in good faith, document, and execute any documents, instruments or conveyances of any kind (including, without limitation, the Ancillary Agreements) which may be reasonably necessary to consummate the Closing, and (iii) to reasonably cooperate with each other in connection with the foregoing, in each case to the extent commercially practicable without the expenditure of unreimbursed funds. Without limiting the foregoing, the Parties will use reasonable efforts, without providing additional consideration, to (A) obtain all necessary waivers, consents and approvals from other parties referred to in Schedule 4.3 hereto (or that are otherwise material), (B) obtain all necessary Permits as are required to be obtained under any Regulations, and

(C) give all notices to, and make all registrations and filings with third parties, including submissions of information requested by governmental authorities.

8.2 No Solicitation of Alternative Transactions. Except for the transactions contemplated by this Agreement, until the Closing or earlier termination hereof, each of the Transferors, the General Partner and the Partnership agrees that neither it, nor any of its respective Affiliates or Representatives will, directly or indirectly, solicit, discuss, pursue or enter into any oral or written agreement or understanding in connection with, or in any manner encourage, a possible sale of Limited Partner Units, Options or Double Options, GP Shares, GP Options or other securities of the Partnership or the General Partner or a merger or other business combination transaction involving the Partnership, the General Partner or any Subsidiary, or any of the Assets or the Business or any interest therein (directly or indirectly) (other than sales of Assets in the ordinary course of business), with any other Person, or any financing in connection with any of the foregoing, or provide any information to any other Person in connection therewith.

8.3 Access. The Partnership and the General Partner shall, and shall cause their respective officers, employees and agents to, afford each of the Investors and their Affiliates and Representatives complete access at all reasonable times to the Business and the Assets for the purpose of inspecting the same, and to the officers, employees, agents, attorneys, accountants, properties, Books and Records and Contracts pertaining thereto, and shall furnish the Investors and their Affiliates and Representatives all financial, operating and other data and information as the Investors and their Affiliates and Representatives may reasonably request.

8.4 Conduct of Business. From the date hereof through the Closing, the Partnership and the General Partner shall operate the Business in the ordinary course of business and in accordance with past practice.

8.5 Termination of Old Securityholders' Agreement. Subject to the agreement of the Mezzanine Investors, each of the Parties that is a party to the Old Securityholders' Agreement agrees that effective upon the Closing, the Old Securityholders' Agreement shall be terminated and be of no further force and effect.

8.6 Termination of Investment Agreement. Each of the Parties that is a party to the Investment Agreement agrees that effective upon the Closing, the Investment Agreement shall be terminated and be of no further force and effect.

8.7 Termination of Registration Rights Agreements. Subject to the agreement of the Mezzanine Investors, each of the Parties that is a party to the Registration Rights Agreements agrees that effective upon the Closing, the Registration Rights Agreements shall be terminated and be of no further force and effect.

8.8 Taxes. The Partnership, the General Partner, the Subsidiaries and Newco shall timely pay all Taxes for all taxable periods or portions thereof ending on or before the end of the Closing Date.

8.9 Insurance. Within 60 days following the Closing Date, the General Partner shall put in place a directors and officers' insurance policy covering each of the members of the General Partner's board of directors in form and substance reasonably satisfactory to the Investors.

8.10 Audited Financial Statements. Promptly following the completion of the audited financial statements as of, and for the twelve-month period ended, December 31, 2002, but in no event later than May 31, 2003, the Partnership shall deliver to the Investors a copy of such audited financial statements, including the applicable auditor's report.

8.11 Withholding on NBC Options. NBC, Newco and the Partnership shall, and as required shall cause their respective Affiliates to, withhold all required Tax withholding amounts from the payments otherwise payable to holders of Management Options and to fulfill all of their respective obligations with respect to withholding Taxes as a result of the payments and distributions pursuant to this Agreement.

ARTICLE 9 **CONDITIONS**

9.1 Conditions of the Parties. The obligations of each Party to consummate the transactions provided for hereby are subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any of which may be waived in each such Party's discretion:

9.1.1 No Court Orders; No Actions. There shall not be any Regulation or Court Order that makes the transactions contemplated hereby and by the Ancillary Agreements illegal or otherwise prohibited. No Action or proceeding shall have been instituted or threatened that makes the transactions contemplated by this Agreement or the Ancillary Agreements illegal or otherwise prohibited or that otherwise adversely affects the right or ability of the Parties to consummate the transactions contemplated hereby.

9.1.2 Consents; Regulatory Compliance and Approval. All consents, approvals, authorizations and/or waivers from any governmental authorities or any other party necessary to permit the Parties to consummate the transactions contemplated hereby and by the Ancillary Agreements, including from Goldman Sachs Credit Partners L.P. contained in an amendment to the Partnership's bank credit agreement (which amendment shall be acceptable to the Spectrum Investors and Mercatanti), shall have been obtained, and all approvals required under any Regulations to carry out the transactions contemplated by this Agreement and the Ancillary Agreements shall have been obtained and be effective.

9.1.3 FCC Consent. The FCC shall have granted its consent to the application or applications prepared and filed on FCC Form 316 (or Form 315 if required by the FCC) by Newco, the Partnership and the General Partner in a form acceptable to the Investors, requesting the FCC's written consent to the transfer of control of the FCC Permits upon the consummation of the transactions contemplated hereby and by the Ancillary Agreements.

9.1.4 Validity of FCC Permits. On the Closing Date, the Partnership or its Subsidiaries shall be the owner and holder of the FCC Permits to the extent that such authorizations can be owned or held by the Partnership or its Subsidiaries under the Communications Act of 1934, as amended; the FCC Permits shall be in full force and effect, valid for the balance of the current license term applicable generally to radio stations licensed to communities in the state where the Stations are located; and the FCC Permits shall be

unimpaired by any acts or omissions of the Partnership or its Subsidiaries, or their employees, partners, affiliates, agents, officers, directors or members.

9.1.5 Ancillary Agreements. Each other Party shall have executed and delivered to the other Parties, as applicable, each Ancillary Agreement and all other instruments required to be executed and delivered pursuant to Section 3.2 and to which such other Parties are parties.

9.1.6 Mezzanine Investors. Each of Newco and the Mezzanine Investors shall have executed and delivered an agreement for the purchase by Newco, or exchange for LLC Units (simultaneous with or immediately following the Closing) of all of the Limited Partner Units held by the Mezzanine Investors form and substance reasonably satisfactory to the Spectrum Investors and Mercatanti (collectively, the “**Mezzanine Purchase Agreements**”).

9.2 Conditions of the Transferors. The obligations of each Transferor and Newco to consummate the transactions provided for hereby are subject to the satisfaction, on or prior to the Closing Date, of the following condition, which may be waived in each such Transferor’s discretion:

9.2.1 Representations, Warranties and Covenants. All representations and warranties of Nassau Management, the Investors, the Partnership, the General Partner and Newco shall be true and correct in all material respects (except for representations and warranties qualified as to materiality, which shall be true and correct) at and as of the date of this Agreement and at and as of the Closing Date as though made on and as of such date, except for representations or warranties made as of a specific time, which shall be true and correct in all material respects as of such time. The Investors, the Partnership, the General Partner and Newco shall have performed and satisfied in all material respects all agreements and covenants required hereby to be performed by them prior to or on the Closing Date.

9.3 Conditions of the Investors. The obligations of each Investor to consummate the transactions provided for hereby are subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any of which may be waived in each such Investor’s discretion:

9.3.1 Representations, Warranties and Covenants. All representations and warranties of Nassau Management, the Transferors, the Partnership, the General Partner and Newco contained in this Agreement shall be true and correct in all material respects (except for representations and warranties qualified as to materiality, which shall be true and correct) at and as of the date of this Agreement and at and as of the Closing Date as though made on and as of such date, except for representations or warranties made as of a specific time, which shall be true and correct in all material respects as of such time. The Transferors, the Partnership, the General Partner and Newco shall have performed and satisfied in all material respects all agreements and covenants required hereby to be performed by them prior to or on the Closing Date.

9.3.2 No Material Adverse Effect. Following the date of this Agreement, there shall not have occurred any event, change or condition that, individually or in the aggregate, has had or is reasonably likely to have a Material Adverse Effect.

9.3.3 Draft Audited Financial Statements. The Partnership shall have delivered to the Investors the most current draft of the audited consolidated balance sheet for the General Partner and the Partnership as of December 31, 2002 and the most current draft of the related audited consolidated statements of operations and comprehensive income (loss), partners' deficit and cash flows for the twelve (12) months then ended, together with the notes thereto, which draft financial statements shall be substantially the same as the 2002 Financials.

9.3.4 Termination of Agreements. The Old Securityholders' Agreement, the Investment Agreement and the Registration Rights Agreements shall have been terminated.

9.3.5 Management Options. NBC shall have delivered to the Investors a schedule setting forth as of the Closing Date the names of each person who holds Management Options and the number of Management Options held by such person.

9.4 Conditions of the Partnership and the General Partner. The obligations of the Partnership, the General Partner and Newco to consummate the transactions provided for hereby are subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any of which may be waived in the Partnership's and the General Partner's discretion:

9.4.1 Representations, Warranties and Covenants. All representations and warranties of the Investors and the Transferors contained in this Agreement shall be true and correct in all material respects (except for representations and warranties qualified as to materiality, which shall be true and correct) at and as of the date of this Agreement and at and as of the Closing Date as though made on and as of such date, except for representations or warranties made as of a specific time, which shall be true and correct in all material respects as of such time. The Investors and the Transferors shall have performed and satisfied in all material respects all agreements and covenants required hereby to be performed by them prior to or on the Closing Date.

ARTICLE 10 **MISCELLANEOUS**

10.1 Survival of Representations. Notwithstanding any investigation made by the Investors, all of the representations and warranties made by the Parties in this Agreement or in any exhibit, schedule, Disclosure Schedule or certificate delivered by any such Party pursuant hereto, and the obligation to indemnify any other Person for a breach of such representation or warranty, shall survive the Closing for a period of 18 months, except for the representations and warranties in Section 4.17, which shall survive for the applicable statute of limitations; provided, however, that such obligation to indemnify shall not terminate with respect to any item as to which the Person to be indemnified shall have, before the expiration of the applicable period, previously made a claim by delivering a written notice of such claim.

10.2 Termination.

10.2.1 Rights to Terminate. This Agreement may be terminated at any time prior to Closing by mutual written consent of Mercatanti, Spectrum IV, Spire Capital and Spectrum II.

10.2.2 Termination Date. This Agreement may be terminated by any of Spectrum IV, Spire Capital, Mercatanti or by Spectrum I, in each case if the Closing shall not have occurred on or before March 14, 2005 (the “**Termination Date**”); provided, however, that the right to terminate this Agreement under this Section 10.2.2 shall not be available to any Party whose failure (or the failure of any of its Affiliates) to fulfill any obligation under this Agreement has been the primary cause of the failure of the Closing to occur on or before the Termination Date.

10.2.3 In the Event of Termination. In the event of termination of this Agreement, no Party hereto shall have any liability to any other Party to this Agreement, except for any willful and material breach of this Agreement occurring prior to the termination of this Agreement. In no event shall any Party have a claim for consequential damages on account of any termination of this Agreement. This Article 10 shall survive any termination hereof.

10.3 Indemnification

10.3.1 Indemnification by Partnership and General Partner. From and after the Closing, the Partnership and the General Partner shall indemnify the Investors and their respective affiliates, officers, directors, employees, stockholders, agents and representatives against, and hold them harmless from, any loss, liability, claim, damage or expense (including reasonable legal fees and expenses) (“**Losses**”), as incurred, to the extent arising from (a) any breach of any representation or warranty in Article 4 or the certificate delivered at Closing by the Partnership and the General Partner in connection therewith; and (b) any breach of any covenant of the Partnership or the General Partner contained in this Agreement.

10.3.2 Indemnification by the Transferors and the Investors. From and after the Closing, each Transferor and each Investor, severally and not jointly, shall indemnify Newco and the Partnership and their respective affiliates, officers, directors, employees, stockholders, agents and representatives against, and hold them harmless from, any Losses, as incurred, to the extent arising from (a) any breach of any representation or warranty of such Transferor or Investor in Article 5 or the certificate delivered at Closing by such Transferor or Investor in connection therewith; and (b) any breach of any covenant of such Transferor or Investor contained in this Agreement.

10.3.3 Indemnification by NBHI. From and after the Closing, NBHI shall indemnify the Investors and their respective affiliates, officers, directors, employees, stockholders, agents and representatives against, and hold them harmless from, any Losses, as incurred, to the extent arising from (a) any breach of any representation or warranty in Article 6 or the certificate delivered at Closing by NBHI in connection therewith; and (b) any breach of any covenant of NBHI contained in this Agreement.

10.3.4 Indemnification by Newco and Nassau Management. From and after the Closing, Newco and Nassau Management, severally and not jointly, shall indemnify the Investors and their respective affiliates, officers, directors, employees, stockholders, agents and representatives against, and hold them harmless from, any Losses, as incurred, to the extent arising from (a) any breach of any representation or warranty in Article 7 by Newco or Nassau Management, respectively, or the certificate delivered at Closing by Newco or Nassau

Management, respectively, in connection therewith; and (b) any breach of any covenant of Newco or Nassau Management, respectively contained in this Agreement.

10.3.5 Notice of Claim. In the event any indemnified party should have a claim against any indemnifying party under this Section 10.3, the indemnified party shall deliver notice of such claim with reasonable promptness to the indemnifying party; provided the failure by any indemnified party so to notify the indemnifying party shall not relieve the indemnifying party from any liability that it may have to such indemnified party under this Section 10.3, except to the extent that the indemnifying party demonstrates that it has been prejudiced by such failure. If the indemnifying party does not notify the indemnified party within 45 calendar days following its receipt of such notice that the indemnifying party disputes its liability to the indemnified party under this Section 10.3, such claim specified by the indemnified party in such notice shall be conclusively deemed a liability of the indemnifying party and the indemnifying party shall pay the amount of such liability to the indemnified party on demand or, in the case of any notice in which the amount of the claim (or any portion thereof) is estimated, on such later date when the amount of such claim (or such portion thereof) becomes finally determined.

10.4 Limitation on Liability. Notwithstanding anything to the contrary contained in this Agreement, (a) the aggregate liability of the General Partner and the Partnership under this Agreement with respect to a breach of representation and warranty hereunder shall not exceed 10% of the sum of \$65,000,000 plus the aggregate amount of Newco Notes issued by Newco (“**Indemnification Cap**”), (b) none of the parties hereto shall be liable under this Section 10.4 for any individual claim that is less than \$6,000 and (c) none of the parties hereto shall be liable under this Section 10 unless and until the aggregate Losses for which they would otherwise be liable exceed \$250,000, after which such parties shall have liability only for amounts in excess of \$50,000 (the “**Indemnification Basket**”); provided that neither the Indemnification Cap nor the Indemnification Basket shall apply to Losses resulting from claims for breaches of the representations and warranties contained in Section 4.2, Section 4.16, Section 4.17, Section 4.20, Section 4.21 and Section 4.22. After the Closing, the rights of the indemnified parties under this Section 10.4 shall be the exclusive remedy of the indemnified parties with respect to claims resulting from or relating to any breach of representation or warranty or failure to perform any covenant or agreement contained in this Agreement.

10.5 Dispute Resolution; Jury Trial. Except for injunctive or other emergency relief, any controversy or claim arising in connection with this Agreement or any of the other Transaction Documents, shall be settled by arbitration in accordance with the Commercial Arbitration Rules (the “**AAA Rules**”) then in force of the American Arbitration Association (the “**AAA**”), and judgment on the award rendered by the arbitrators may be entered and specifically enforced in any court having jurisdiction thereof. There shall be one arbitrator which shall be constituted pursuant to AAA procedure within seven business days of receipt of the demand for arbitration by the respondent(s) in any such proceedings. The situs for an arbitration pursuant to this Section 10.5 shall be Wilmington, Delaware. A final award shall be rendered as soon as reasonably possible and in any event within 45 days of the filing with AAA of any demand for arbitration; provided, however, that if the arbitrators determine by majority vote that fairness so requires, such 45-day period may be extended by no more than 60 additional days. The arbitrators shall have the power to shorten the length of any notice periods or other time periods provided in the AAA Rules and to implement Expedited Procedures (as defined

pursuant to the AAA Rules) in order to ensure that the arbitration process is completed within the time frames provided herein. The arbitrators shall further have the power to award, in whole or in part, to the prevailing party(ies) in any arbitration proceeding the right to receive from the other party(ies) to such proceeding the reasonably attorneys' fees and costs incurred by such prevailing party(ies) in connection with such arbitration proceeding. The arbitration award shall be in writing.

WITHOUT LIMITING THE MANDATORY ARBITRATION PROVISIONS OF THIS AGREEMENT, EACH PARTY HERETO HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING IN CONNECTION WITH THIS AGREEMENT, OR ANY OF THE OTHER TRANSACTION DOCUMENTS.

10.6 Tax Treatment.

(a) To the extent that NH and NBC receive cash from Newco in exchange for their Limited Partner Units pursuant to Section 2.6, each Party agrees to treat such transactions as the purchase by Newco, and the sale by NH and NBC, of Limited Partner Units, within the meaning of Section 707 of the Code, and each Party agrees that it shall report such transactions in accordance with such treatment. No Party shall take a position inconsistent with such treatment except as otherwise required to the contrary by a final determination of a relevant taxing authority.

(b) The Parties agree to adjust the Capital Accounts of the Partners in the Partnership upon this recapitalization, in accordance with Treasury Regulation 1.704-1(b)(2)(iv)(q) and the Partnership Agreement Amendment.

(c) The Partnership shall make an election under Section 754 of the Code for the taxable year that includes the Closing Date.

(d) If requested by the Investors, Newco shall make an election under Section 754 of the Code.

10.7 Expenses. Each Party shall pay its own legal, accounting, out-of-pocket and other transaction related expenses incident to this Agreement and the Ancillary Agreements.

10.8 Escrow Agent. The Spectrum Investors, the Spire Investors, Mercatanti, NBHI, the General Partner and Newco hereby indemnify and hold harmless the Escrow Agent from and against any liabilities arising out of any actions taken or omissions in connection with its performance of its duties under this Agreement, except for acts of gross negligence or willful misconduct.

10.9 Notices. All notices, requests, consents and other communications required or permitted hereunder shall be in writing and shall be personally delivered or sent by facsimile machine, commercial or U.S. Postal Service overnight delivery service or mailed first-class, registered or certified mail, postage prepaid:

10.9.1 If to the Spectrum Investors, Spectrum Corporation, Spectrum GP, Spectrum Trust or Spectrum II, to it at the following address:

Spectrum Equity Investors IV, L.P.
333 Middlefield Road, Suite 200
Menlo Park, CA 94025
Attention: Brion B. Applegate
Facsimile No.: (415) 464-4601

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

Scott R. Haber, Esq.
Latham & Watkins LLP
505 Montgomery Street, Suite 1900
San Francisco, CA 94111
Facsimile No.: (415) 395-8095

addresses: 10.9.2 If to the Spire Investors or Spire Corporation, to it at the following

Spire Capital Partners, L.P.
Five Tower Bridge
300 Barr Harbor Drive, Suite 720
West Conshohocken, PA 19428
Attention: Bruce Hernandez
Facsimile No.: (610) 397-1014

Spire Capital Partners, L.P.
30 Rockefeller Plaza, Suite 4200
New York, NY 10112
Attention: Pilar Lorente
Facsimile No.: (212) 218-5455

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

Ralph Mauro, Esq.
Kleinbard, Bell & Brecker LLP
1900 Market Street, Suite 700
Philadelphia, PA 19103
Facsimile No.: (215) 568-0140

and with a copy (that shall not constitute notice) to:

Paul Gajer, Esq.
Sonnenschein Nath & Rosenthal
1221 Avenue of the Americas, 24th Floor
New York, NY 10020
Facsimile No.: (212) 768-6800

addresses: 10.9.3 If to the General Partner, Newco or the Partnership, to it at the following

619 Alexander Road, Third Floor
Princeton, NJ 08540
Attention: Louis F. Mercatanti
Facsimile No.: (609) 924-1584

with a copy (that shall not constitute notice) to Spectrum, Spire and Mercatanti in accordance with this Section 10.9.

10.9.4 If to NH, NBHI, NBC, Nassau Management or Mercatanti, to it at the following address:

619 Alexander Road, Third Floor
Princeton, NJ 08540
Attention: Louis F. Mercatanti
Facsimile No.: (609) 924-1584

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

Bruce A. Kinn, Esq.
Foley Hoag LLP
155 Seaport Boulevard
Boston, MA 02110
Facsimile No.: (617) 832-7000

Notices shall be deemed given upon the earliest to occur of (i) receipt by the Party to whom such notice is directed, or (ii) if sent by facsimile machine, at 5 o'clock p.m. Eastern Time of the day (other than a Saturday, Sunday or legal holiday in the jurisdiction to which the notice is directed) on which such notice is sent, otherwise or (iii) on the next day (other than a Saturday, Sunday or legal holiday in the jurisdiction to which the notice is directed). Each Party, by notice duly given in accordance herewith, may specify a different address for the giving of any notice thereunder.

10.10 Choice of Law. EXCEPT AS OTHERWISE SPECIFIED IN THE EXHIBITS HERETO, THIS AGREEMENT SHALL BE CONSTRUED, INTERPRETED AND THE RIGHTS OF THE PARTIES DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE AS APPLIED TO CONTRACTS ENTERED INTO AND PERFORMED IN THE STATE OF DELAWARE.

10.11 Invalidity. If any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

10.12 Assignment. Prior to the Closing, neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party without the prior written consent of the other Parties; provided that NBHI may make the contributions and Spectrum I and Spectrum II may make the distributions contemplated by Section 2.1 without any further approval of any Party; provided further that NBHI shall remain obligated hereunder for all obligations of NBC with respect to the NBC Options so contributed and Spectrum I shall remain obligated hereunder

for all obligations of Spectrum Trust and Spectrum GP with respect to the NBC Options, Double Options, GP Shares, GP Options and NBHI/Spectrum Notes so distributed. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10.13 No Third Party Beneficiaries. No Person who is not a Party shall have any right, benefit or obligation under this Agreement as a third-party beneficiary or otherwise, other than third parties having indemnification rights under Section 10.3.

10.14 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered by telecopy transmission.

10.15 Agreement Confidential. Each Party agrees that the terms and conditions, but not the existence, of this Agreement and the related agreements contemplated by this Agreement shall be treated as the other's confidential information; provided, however, any Party may disclose the terms and conditions of this Agreement: (i) as required by any court or other governmental body; (ii) as otherwise required by law; (iii) to legal counsel of, or advisors to, a Party; (iv) in connection with the requirements of an initial public offering or securities filing; (v) in confidence, to accountants, banks, and financing sources and their advisors; (vi) in connection with the enforcement of this Agreement or rights under this Agreement; or (vii) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like, of a Party.

10.16 Publicity. No Party may issue any press release or make any public statement regarding the transactions contemplated hereby or by the Ancillary Agreements, without prior written approval of Mercatanti, Spectrum II, Spectrum IV and Spire, which approval shall not be unreasonably withheld, conditioned or delayed, other than any such disclosure which the counsel to a Party believes is legally required to be made.

10.17 Waiver, Amendment.

10.17.1. Except where a time period is otherwise specified, no delay on the part of any Party in the exercise of any right, power, privilege or remedy hereunder shall operate as a waiver thereof, nor, except as expressly provided herein, shall any exercise or partial exercise of any such right, power, privilege, or remedy preclude any further exercise thereof or the exercise of any right, power, privilege or remedy.

10.17.2 The consent of holders of 80% of the GP Shares (on a fully diluted basis) and 66-2/3% of the LLC Units shall be required and sufficient (A) to amend any term of this Agreement or to waive the observance of any such term (either generally or in a particular instance or either retroactively or prospectively); and (B) to take or refrain from taking any action under this Agreement or applicable law (other than those rights specifically reserved to particular Investors under this Agreement), including (i) the exercise of the Investors' remedies hereunder and (ii) the giving of any approvals, consents, directions or instructions of the Investors under this Agreement; provided that no modification, amendment or waiver that adversely affects a Party in a manner different from any other Party shall be effective without

such Party's written consent; and provided further; however, that prior to the Closing, there shall be no amendment or modification of the terms of the LLC Agreement or the Securityholders' Agreement without the consent of each Investor adversely affected thereby and there shall be no other amendment waiver or modification of any other provision of this Agreement without the consent of each Investor materially and adversely affected thereby.

10.18 Specific Performance. Each party acknowledges and agrees that each other party hereto would be damaged irreparably in the event such other party does not perform in accordance with the specific terms of, or breaches, any provision of this Agreement that it is required to perform. Accordingly, each party hereto agrees that each other party hereto shall be entitled to an injunction or injunctions to prevent breaches by another party hereto of the provisions of this Agreement and to enforce specifically (without posting bond) this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter, in addition to any other remedy to which they may be entitled, at law or in equity.

10.19 Entire Agreement; Terminology.

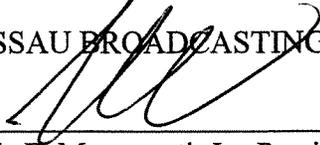
10.19.1 This Agreement, the Restructuring Agreement, the Bridge Loan Agreement, the LLC Agreement and the Partnership Agreement embody the entire agreement and understanding among the Parties hereto with respect to the matters covered hereby and thereby and supersede all prior agreements and understandings relating to the subject matter hereof and thereof. A breach of this Agreement does not cross-default the Bridge Loan Agreement or the Bridge Notes; a breach of the Bridge Loan Agreement can only occur pursuant to the express terms thereof.

10.19.2 All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall, where the context so requires, include all other genders; the singular shall include the plural, and vice versa. Titles of Sections are for convenience only, and neither limit nor amplify the provisions of this Agreement, and all references herein to Sections or subdivisions thereof shall refer to corresponding Sections or subdivisions of this Agreement unless specific reference is made to such Sections or subdivisions of another document or instrument. When used herein, "including" shall mean "including, without limitation."

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this Restructuring Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

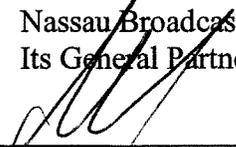
NASSAU BROADCASTING HOLDINGS, INC.



Louis F. Mercatanti, Jr., President

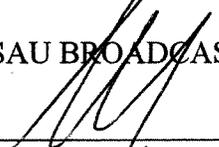
NASSAU BROADCASTING PARTNERS, L.P.

By: Nassau Broadcasting Partners, Inc.
Its General Partner

By: 

Louis F. Mercatanti, Jr., President

NASSAU BROADCASTING PARTNERS, INC.

By: 

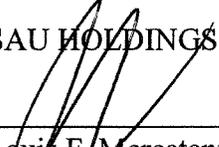
Louis F. Mercatanti, Jr., President

NBC RADIO, INC.

By: 

Louis F. Mercatanti, Jr., President

NASSAU HOLDINGS, INC.

By: 

Louis F. Mercatanti, Jr., President

NASSAU MANAGEMENT, LLC

By: 

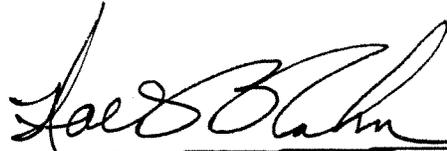
Louis F. Mercatanti, Jr.,

NASSAU PARTNER HOLDINGS LLC

By: 

Louis F. Mercatanti, Jr., President

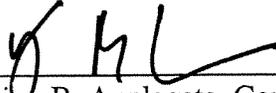
Louis F. Mercatanti, Jr., an individual

A handwritten signature in black ink, appearing to read "Noel P. Bahn", written over a horizontal line.

Noel P. Bahn, an individual

SPECTRUM EQUITY INVESTORS, L.P.

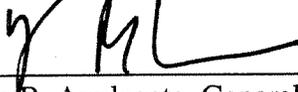
By: Spectrum Equity Associates, L.P.
Its General Partner

By: 

Brion B. Applegate, General Partner

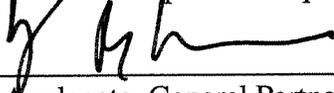
SPECTRUM EQUITY INVESTORS II, L.P.

By: Spectrum Equity Associates II, L.P.
Its General Partner

By: 

Brion B. Applegate, General Partner

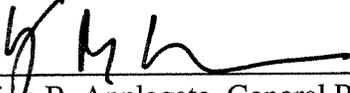
SPECTRUM-NASSAU ASSOCIATES, L.P., on behalf of itself
and as trustee of the Spectrum Equity Investors Trust

By: 

Brion B. Applegate, General Partner

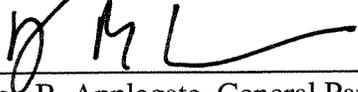
SPECTRUM EQUITY INVESTORS III L.P.

By: Spectrum Equity Associates III, L.P.
Its General Partner

By: 

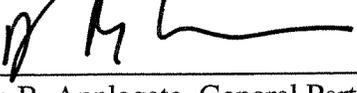
Brion B. Applegate, General Partner

SEI III ENTREPRENEURS' FUND, L.P.

By: 

Brion B. Applegate, General Partner

SPECTRUM III INVESTMENT MANAGERS' FUND, L.P.

By: 

Brion B. Applegate, General Partner

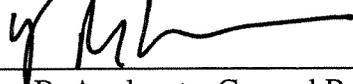
SPECTRUM EQUITY INVESTORS IV, L.P.

By: Spectrum Equity Associates III, L.P.
Its General Partner

By: 

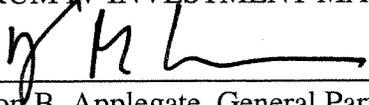
Brion B. Applegate, General Partner

SPECTRUM EQUITY INVESTORS PARALLEL IV, L.P.

By: 

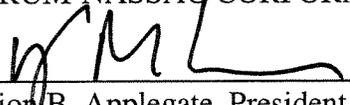
Brion B. Applegate, General Partner

SPECTRUM IV INVESTMENT MANAGERS' FUND, L.P.

By: 

Brion B. Applegate, General Partner

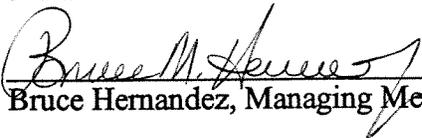
SPECTRUM-NASSAU CORPORATION

By: 

Brion B. Applegate, President

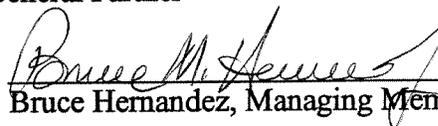
SPIRE CAPITAL PARTNERS, L.P.

By: SPIRE CAPITAL PARTNERS, LLC
its General Partner

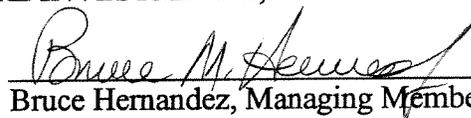
By: 
Bruce Hernandez, Managing Member

SPIRE CAPITAL PARTNERS PARALLEL FUND, L.P.

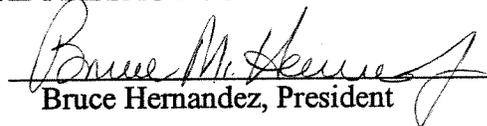
By: SPIRE CAPITAL PARTNERS, LLC
its General Partner

By: 
Bruce Hernandez, Managing Member

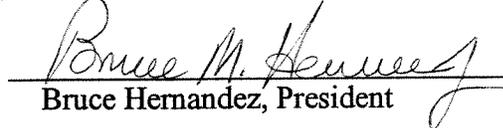
SPIRE INVESTMENTS, LLC

By: 
Bruce Hernandez, Managing Member

SPIRE-NASSAU I CORPORATION

By: 
Bruce Hernandez, President

SPIRE-NASSAU II CORPORATION

By: 
Bruce Hernandez, President