

ASSET PURCHASE AGREEMENT

by and between

LANGER BROADCASTING GROUP, LLC

and

MULTICULTURAL RADIO BROADCASTING, INC.

for the Sale and Purchase of

Station WSRO(AM), Marlborough, Massachusetts

LIST OF EXHIBITS AND SCHEDULES

Schedule 1.1.1	Commission Authorizations
Schedule 1.1.2	Real Property
Schedule 1.1.3	Description of Tangible Personal Property
Schedule 1.1.4	Contracts, Agreements and Leases
Schedule 1.1.5	Intangible Assets
Exhibit A	Agreement between Langer Broadcasting Group, LLC and Phasetek Inc.

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of this 28th day of October, 2002, by and among Langer Broadcasting Group, LLC, a Delaware limited liability company ("Seller"), and Multicultural Broadcasting, Inc., a New Jersey corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller holds certain licenses, permits and authorizations issued by the Federal Communications Commission (the "Commission") for the operation of AM broadcast station WSRO(AM), Marlborough, Massachusetts and for operation of Station WSRO(AM) at Watertown, Massachusetts and the "Station");

WHEREAS, Seller owns or leases and desires to sell and/or assign, and Buyer desires to purchase and/or assume certain of the assets, property and business used in the operation of the Station; and

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

SECTION 1 ASSETS TO BE SOLD

1.1. On the Closing Date, Seller shall sell, assign, transfer, convey, set over, and deliver to Buyer, and Buyer shall purchase and/or accept assignment of the following (hereinafter collectively the "Assets"):

1.1.1. **Authorizations.** All licenses, permits and authorizations issued or granted by the Commission for the operation of, or used in connection with the operation of, the Station (hereinafter "Commission Authorizations"), including those listed in Schedule 1.1.1.

1.1.2. **Real Property.** All of Seller's rights in and to the land, buildings, improvements, and other real property used in connection with the operation of the Station (hereinafter collectively the "Real Property"), including, but not limited to, the other real property documents and leases, contracts and agreements creating such interests listed and described in Schedule 1.1.2.

1.1.3. **Tangible Personal Property.** All of Seller's rights in and to the fixed and tangible personal property used in the operation of the Station, including, but not limited to, the physical assets and equipment, leasehold improvements, furniture, fixtures, receivers, programming, tapes, transmitters, switches and related equipment, and music libraries listed in Schedule 1.1.3, together with replacements thereof, additions and alterations thereto, and substitutions therefor, made between the date hereof and the Closing Date (hereinafter collectively the "Tangible Personal Property").

1.1.4. **Contracts.** All Seller's rights to and in the contracts and agreements, and leases to which Seller or the Station is a party and which are listed in Schedule 1.1.4 (hereinafter collectively "Contracts"), together with all contracts, agreements and leases entered into or

acquired by the Seller between the date hereof and the Closing Date, which Buyer elects to assume.

1.1.5. **Intangibles.** All right, title and interest of Seller in and to all slogans and service marks presently used or used in conjunction with the Station other than the WSRO call letters, together with other intangible property of Seller used or useful in the operation of or otherwise pertaining to the Station as set forth on Schedule 1.1.5 attached hereto and made a part hereof (hereinafter collectively the "Intangibles").

1.1.6. **Business Records.** Engineering, consulting reports, public inspection files, and business and personnel records relating to the business or operation of the Station (hereinafter collectively "Business Records") or to assets or agreements purchased by Buyer.

1.2. **Excluded Assets.** The Assets shall not include the following assets along with all rights, title and interest therein, which shall be referred to as the "Excluded Assets":

1.2.1. All cash, cash equivalents or similar type investments of Seller, such as certificates of deposit, Treasury bills and other marketable securities on hand and/or in banks;

1.2.2. All Accounts Receivable of the Station prior to Closing;

1.2.3 All tangible and intangible personal property disposed of or consumed in the ordinary course of business between the date of this Agreement and the Closing Date, or as permitted under the terms hereof;

1.2.4 All agreements that have terminated or expired prior to the Closing Date in the ordinary course of business and as permitted hereunder;

1.2.5 Seller's minute books, charter documents, record books and such other books and records as pertain to the organization, existence or capitalization of Seller and duplicate copies of such records as are necessary to enable Seller to file its tax returns and reports as well as any other records or materials relating to Seller generally and not involving specific aspects of the Station's operation;

1.2.6 Contracts of insurance, including the cash surrender value thereof, and all insurance proceeds or claims made by Seller relating to property or equipment repaired, replaced or restored by Seller prior to the Closing Date;

1.2.7 Any and all other claims made by Seller with respect to transactions prior to the Closing Date and the proceeds thereof to the extent the Station has been made whole for any loss or damage they or their assets may have suffered or incurred as a result of the item, event or occurrence giving rise to such claim;

1.2.8 All pension, profit sharing or cash or deferred (Section 401(k)) plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, maintained by Seller; and

1.2.9 The name Langer Broadcasting Group, LLC.

1.2.10 Any of the assets related to any other radio stations owned, operated or leased by Seller other than assets directly related to Station WSRO(AM), Marlborough, Massachusetts.

SECTION 2 PURCHASE PRICE

2.1. **Purchase Price.** In consideration of Seller's performance of this Agreement, the sale, assignment, transfer, conveyance, setting over, and delivery of the Assets as defined herein above to Buyer, the total purchase price (the "Purchase Price") to be paid by Buyer to Seller shall be the sum of One Million Eight Hundred Thousand Dollars (\$1,800,000.00), plus the amounts advanced under Section 2.2(a) below and such lesser or greater sum as calculated in accordance with Section 3.2 of this Agreement.

2.2. **Payment of Purchase Price.** The Purchase Price shall be paid to Seller as follows:

(a) Upon the execution and delivery of this Agreement, Buyer shall pay to Seller in the form of a certified check or by wire transfer of immediately available funds to a bank designated by Seller, the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) which shall be used exclusively for expenses incurred in connection with the construction of the facilities authorized by the Commission to change the city of license of the Station to Watertown, Massachusetts (the "Watertown Permit"). If the Closing is not held within seventy-five (75) days from the date of the filing of the Assignment Application. Buyer shall pay to Seller by wire transfer of immediately available funds the sum of One Hundred Twenty Five Thousand Dollars (\$125,000.00) which shall be used exclusively in connection with the construction of facilities specified in the Watertown Permit. Such expenses shall be limited to those authorized and provided for in the agreement between Seller and Phasetek Inc. (attached hereto as Exhibit A). In the event that this Agreement is terminated, Seller shall pay to Buyer within five (5) days of such termination by wire transfer of immediately available funds to a bank designated by Buyer the sum of One Hundred Fifty Thousand Dollars (\$150,000.00). In the event that this Agreement is terminated on or after seventy six (76) days from the date of the filing of the Assignment Application, Seller shall pay Buyer within five (5) days after such termination by wire transfer of immediately available funds to a bank designated by Buyer the sum of Two Hundred Seventy Five Thousand Dollars (\$275,000.00), inclusive of the initial One Hundred Fifty Thousand Dollars (\$150,000.00) paid to Seller as set forth above. Notwithstanding the foregoing payments by Buyer to Seller to fund the construction of the Watertown Permit, service payments in the amount of Thirty Thousand Dollars (\$30,000.00) will be due the first (1st) and fifteenth (15th) day of each month under the agreement with PhaseTak Inc. (Exhibit A) and Buyer hereby agrees to pay to Seller any shortfall needed by Seller to make such payments, provided that in the event that this Agreement is terminated, Seller shall pay Buyer within five (5) days of such termination all such funds advanced by Buyer.

(b) At the Closing Date, Buyer will pay to Seller in the form of a certified check or by wire transfer of immediately available funds to a bank designated by Seller the sum of One Million Eight Hundred Thousand Dollars (\$1,800,000.00), as adjusted to reflect any adjustments made at the Closing pursuant to Section 3.

2.3. **Allocation of Purchase Price.** The parties agree to allocate the Purchase Price as specified in Section 2.1 follows:

Furniture, Fixtures and Equipment	\$ 22,000.00
License	\$1,678,000.00
Goodwill	\$ 100,000.00
Total:	\$1,800,000.00

Any amount paid by Buyer to Seller pursuant to Section 2.2(a) shall be allocated to Furniture, Fixtures and Equipment.

The parties also agree to use such Purchase Price allocation in completing and filing Internal Revenue Code Form 8594 for federal income tax purposes.

SECTION 3 ADJUSTMENTS

3.1. **Adjustment Time.** The "Adjustment Time" as used herein shall be 12:01 A.M. current local time on the Closing Date.

3.2. **Adjustment Items.** The following items (the "Adjustment Items") shall be prorated as of the Adjustment Time, assuming a 365-day year or a 30-day or 31-day month, as appropriate, and monies shall be paid at Closing in accordance with Sections 3.3 and 3.4 herein below.

3.2.1. Rentals or other charges, payable or paid in respect of leasehold interests or tenancies, or leased transmitter sites, studios, offices or other Real Property or equipment under any lease or tenancy of Real Property described in Schedule 1.1.2, and any and all equipment leases described in Schedule 1.1.4.

3.2.2. Personal property taxes and assessments (including sewerage assessments and fees), levied or assessed against or otherwise paid or payable with respect to any of the Assets.

3.2.3. Transferable license, permit, and registration fees, and like items (including the Commission's annual regulatory fees).

3.2.4. Charges for utilities (including but not limited to electricity, fuel, water, basic monthly telephone charges, long distance telephone calls, and sanitation and garbage disposal) furnished to or in connection with the Station.

3.2.5. Unpaid obligations of Seller with respect to any lease, contract, or agreement which Buyer assumes, including, without limitation, prepaid premiums on any insurance policies that Seller has agreed to assign to Buyer and Buyer elects to assume. Security deposits, if any, shall be refunded by Buyer to Seller.

3.2.6. License agreements with ASCAP, BMI and SESAC.

3.2.7. Other similar items applicable to the Assets and/or attributable to the operations and/or the business of the Station, it being the intention of the parties that all operations and the business of the Station prior to the Adjustment Time shall be for the account of Seller, and all operations and business of the Stations after the Adjustment Time shall be for the account of Buyer.

3.2.8. As of 11:59 p.m. the day prior to the Closing, Seller shall terminate all of the employees of the Station and will pay all required vacation pay, benefits, salary, severance, termination and other amounts payable to such terminated employees. Seller shall indemnify and hold Buyer harmless against any and all vacation pay, benefits, salary, severance, termination or other amounts payable to such terminated employees as of the Closing Date. On execution of this Agreement, Seller shall deliver to Buyer a detailed list of employees of the Station, their salaries, benefits and any other job-related matters for Buyer's review. Buyer shall have no obligation to employ any employees of Seller, except those to whom Buyer offers prior to or after the Closing post-closing employment and who accept such offer.

3.3. **Adjustments After Closing Date.** If the amount of any items to be adjusted cannot be readily ascertained or agreed upon on the Closing Date, proration of such items shall be determined within thirty (30) days after the Closing Date and payment therefor shall be made to the party entitled thereto within thirty (30) days after notice of such determination thereof has been given to Buyer or Seller, as the case may be. In the event of any disputes between the parties as to adjustments, the amounts not in dispute shall nonetheless be paid at the time provided in this Section and such disputes shall be determined by an independent certified public accountant mutually acceptable to the parties. The accountant's resolution of the dispute shall be final and binding on the parties, and a judgment may be entered thereon in any court in Massachusetts. The fees and expenses of such accountant shall be paid initially from the amount in dispute prior to being delivered to prevailing party and if such amount in dispute does not satisfy the obligation to accountant, thereafter one-half by Seller and one-half by Buyer.

SECTION 4 APPLICATION TO AND CONSENT BY COMMISSION

4.1. **Commission Consent.** Consummation of the transactions contemplated herein and the performance of the obligations of Seller and Buyer under this Agreement are subject to the condition that the Commission or its staff shall have given its consent in writing, without any condition materially adverse to Buyer or Seller, to the assignment of the Commission Authorizations from Seller to Buyer.

4.2. **Application For Commission Consent.**

(a) Within three (3) business days after the date of this Agreement, Seller and Buyer will file with the Commission an application seeking the Commission's approval of the assignment of the Commission Authorizations from Seller to Buyer (the "Assignment Application"). Each party further agrees expeditiously to prepare amendments to the Assignment Application and whenever the Commission or its rules require such amendments.

(b) Except as otherwise provided herein, each party will be solely responsible for the expenses incurred by it in the preparation, filing and prosecution of its respective portion of the Assignment Application. All filing fees and grant fees imposed by the Commission with respect to the Assignment Application shall be paid one-half (1/2) each by Seller and Buyer.

(c) Each party agrees to comply with any condition imposed on it by the Commission, except that no party shall be required to comply with a condition that would have a material adverse effect upon it unless the condition was imposed as the result of a circumstance which constitutes a breach by that party of any of its representations, warranties, or covenants in this Agreement. Buyer and Seller shall oppose any efforts by any third parties for reconsideration or judicial review of the grant by the Commission of the Assignment Application (but nothing in this Section shall limit any party's right to terminate this Agreement pursuant to Section 17 of this Agreement).

4.3. **Notice of Application.** Seller shall, at its expense, give the notice of the filing of the Assignment Application as required by the Commission's rules.

SECTION 5 LIABILITIES

5.1. **Liabilities.** The Assets shall be sold and conveyed to Buyer free and clear of all liabilities (absolute or contingent), obligations, liens (including tax, mechanics' and materialmen's liens), pledges, conditional sales agreements, charges, mortgages, security interests, encumbrances and restrictions of any type or amount (collectively, "Liens") created or suffered by Seller prior to the Closing Date, whether existing now or in the future.

5.2. **Buyer's Assumed Obligations.** Buyer covenants and agrees to assume at Closing and discharge following the Closing all of the unperformed duties of Seller accruing under the leases and other documents listed in Schedule 1.1.3 and the Contracts listed in Schedule 1.1.4 and under all advertising contracts for the sale of time for cash on the Station which are cancelable on thirty (30) days prior written notice and such other advertising agreements which Buyer agrees to assume, but only to the extent that such duties accrue after the Closing Date based on the operation of the Station by Buyer following the Closing Date. Except as provided in the preceding sentence, Buyer is not agreeing to, and shall not, assume any other liability, obligation, undertaking, expense or agreement of Seller of any kind, absolute or contingent, known or unknown, and the execution and performance of this Agreement shall not render Buyer liable for any such liability, obligation, undertaking, expense or agreement (all of such liabilities and obligations shall be referred to herein as the "Retained Liabilities").

5.3. **Seller's Liability.** Other than as specified in Section 5.2 above, Seller shall remain liable for, and covenants to pay, satisfy, or discharge, all liabilities, payments, obligations, and duties under the Contracts and any leases or other instruments transferred or

assigned to Buyer hereunder, accruing prior to or by reason of events occurring prior to the Closing Date.

SECTION 6
REPRESENTATIONS AND WARRANTIES OF THE SELLER

Seller represents and warrants as follows:

6.1. Organization and Standing.

6.1.1. Seller is now and on the Closing Date will be a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly qualified to do business and is in good standing in the Commonwealth of Massachusetts. Seller has the full power to own the Assets and to carry on the business of the Station as it now is being conducted.

6.1.2. Seller has the full power and authority to enter into this Agreement and all of Seller's Closing Documents (as defined in Section 11.1) that require Seller's signature. The execution, delivery and performance of this Agreement (as of the date of execution of this Agreement and on the Closing Date) and the Seller's Closing Documents (on the Closing Date) are or will be authorized by all necessary action of the Seller.

6.2. Binding Effect of Agreement. This Agreement constitutes a valid and binding obligation of Seller enforceable against Seller in accordance with the terms of this Agreement. Upon execution, Seller's Closing Documents will constitute valid and binding obligations of Seller enforceable against Seller in accordance with their terms. The execution, delivery, and performance of this Agreement or any of the Closing Documents does not violate any provision of Seller's organizational documents, or contract provision or other commitment to which Seller or the Station is a party or under which it or its property is bound, or any judgment or order, and will not result in the creation or imposition of any lien, charge, security interest, or encumbrance of any nature whatsoever upon any of the Assets.

6.3. Business Records. Seller has maintained the Business Records of the Station in the usual, regular and ordinary manner in accordance with good business practices.

6.4. Real and Tangible Personal Property.

6.4.1. **Real Property Leases.** Schedule 1.1.2 attached hereto accurately lists and describes all of the Real Property leased or otherwise held or used by the Station in connection with its operation. The Real Property listed in Schedule 1.1.2 comprises all real property interests necessary to conduct the business or operations of the Station as now conducted or as necessary to operate the Station in accordance with the Watertown Permit. Seller has, and at the Closing will have, valid and binding Leases to all the leasehold interests for the antenna and studio of the Station to be transferred by it hereunder, binding and enforceable upon Seller and, to the best of Seller's knowledge, upon the landlord in the Leases ("Landlord"), in accordance with their terms. Said Leases are in full force and effect and have not been amended or modified. There exists no default on the part of the Landlord or Seller under the Leases and no event has occurred which, with the giving of notice or the passage of time, or both, would constitute a default, and Seller has no right of offset or defense to its liability for the

payment, when due, of rent or any other charges due thereunder. To the best knowledge of Seller, the Real Property are not subject to any encumbrances, encroachments, building or use restrictions, exceptions, reservations or limitations which interfere with or impair the present and continued use thereof in the usual and normal conduct of the business at the Station. To the best of Seller's knowledge, no person other than Seller has any right of occupancy with respect to such space pursuant to any sublease or assignment thereof or otherwise for any part of premises set forth in the Leases, except that other tenants may occupy space on the towers and/or in the transmitter or broadcast building. Seller has not received notice of a prior sale, transfer, assignment, hypothecation or pledge of the Leases or of the rents secured therein. Seller has no defense, set-off or counterclaim against the Landlord arising out of any other transaction between Seller and the Landlord or under the Leases. To the best knowledge of Seller, the real property improvements (including leasehold improvements), and other tangible Station Assets owned or used by Seller at the Station Premises are adequately insured and are structurally sound with no known material defects. To the best of Seller's knowledge, all towers, guy anchors and wires, buildings, fences and other improvements are located entirely within the boundary lines of the property demised to the Seller under the Leases.

6.4.2. **Patents, Trademarks, Copyrights.** The Intangible Property includes all slogans, and logos used to promote or identify the Station. Seller has no knowledge of any infringement or unlawful or unauthorized use of those promotional rights, including without limitation the use of any slogan or logo by any broadcast station or cable system in the Marlborough and Watertown, Massachusetts areas which may be confusingly similar to the slogans, and logos currently used by the Station.

6.4.3. **Tangible Personal Property.** Schedule 1.1.3 attached hereto accurately lists all the material Tangible Personal Property owned, leased, or otherwise held by the Station and/or Seller which is intended to be conveyed hereunder, except as disclosed in Schedule 1.1.3. Seller is the owner of and at Closing will have good, clear, marketable, and indefeasible title to all of the Tangible Personal Property listed in Schedule 1.1.3, free and clear of all liens, charges, encumbrances, restrictions, debts, demands, or claims of any kind or nature whatsoever.

6.4.4. **Condition of Property.** The Tangible Personal Property listed in Schedule 1.1.3 is in good maintenance, operating condition, and repair in accordance with generally accepted standards of practice in the broadcasting industry and, to Seller's knowledge, is free from defects in materials and workmanship in all material respects. Except for the Excluded Assets, Seller does not have any material assets used exclusively in and required for the conduct of the business of the Station which are not set forth in the schedules hereto or otherwise described in Section 1.1 hereof, and the Assets include all assets necessary for the conduct of the business of the Station as it is currently conducted by Seller.

6.5. **Contracts.**

6.5.1. Schedule 1.1.4 accurately lists all agreements and other contracts (or, when the same are oral, complete and correct descriptions thereof) with respect to the Station to be conveyed hereby (except for contracts for the sale of advertising time for cash).

6.5.2. The Contracts listed in Schedule 1.1.4 are in full force and effect and valid, binding, and enforceable in accordance with their terms, and, except and to the extent as therein stated, are assignable by Seller to Buyer on the same terms and conditions as Seller now enjoys, and, to the best of Seller's knowledge, Seller has performed in all material respects all the obligations imposed upon Seller under any such Contracts.

6.6. **Authorizations.**

6.6.1. Seller is the authorized legal holder of all licenses, permits, and authorizations necessary to operate the business of the Station lawfully and as it is now being conducted or as proposed pursuant to the Watertown Permit, including, without limitation, all Commission Authorizations listed in Schedule 1.1.1, none of which is subject to any restrictions or conditions which would limit in any respect the full operation of the Station as now operated, except as otherwise noted. All such Commission Authorizations are validly-existing authorizations for the operation of the facilities described therein under the Communications Act of 1934, as amended. Seller is operating the Station in all material respects in accordance with the Commission Authorizations, the underlying construction permits and all rules and published policies of the Commission. There is no action pending or to Seller's knowledge threatened before the Commission or other body to revoke, refuse to renew, suspend or modify any of the Commission Authorizations; and there is no action pending or to Seller's knowledge threatened before the Commission or other body which may result in the denial of any pending applications, the issuance of any cease and desist orders, or the imposition of any administrative sanctions whatsoever with respect to the Station or its operation.

6.6.2. All reports, applications and other documents required to be filed by Seller with the Commission or any other administrative body with respect to the Station or its operations have been filed and all such reports, applications and documents are true and correct in all material respects. Seller is aware of no matters that might result in the suspension or revocation of any Commission Authorizations pertaining to the Station.

6.7. **Litigation and Insurance.**

6.7.1. **Litigation; Compliance With Law.** The Station is in compliance in all material respects with all applicable federal, state and local laws, ordinances and regulations, including compliance with the Communications Act and all rules and regulations issued thereunder. Other than proceedings affecting the broadcasting industry in general, there is no complaint, claim, litigation, investigation, or judicial, administrative, or other proceeding of any nature, including, without limitation, a grievance, arbitration, or insolvency or bankruptcy proceeding, pending or, to Seller's knowledge, threatened, against the Station, Seller, or any of the Assets being sold or transferred to Buyer, including, without limitation, any proceeding which may (a) adversely affect the Assets or the Commission Authorizations to be assigned hereunder, or the operation of the Station, or the ability of Buyer to own and operate the Station,

or the use, ownership, or operation of any of the Assets by Buyer, (b) restrain or enjoin the Closing or the consummation of the transactions contemplated hereby, or (c) result in the revocation, modification or suspension of the Commission Authorizations, or the issuance or imposition of any administrative sanction that might adversely affect the Assets or the Commission Authorizations, or the operation of the Station or the ability of Buyer to own and operate the Station or the use, ownership, or operation of any of the Assets by Buyer. In addition, to Seller's knowledge, no such litigation, investigation, or proceeding has been threatened. Seller will give Buyer prompt notice of its discovery of any such basis or the institution or the threat of any such litigation, investigation, or proceeding. Seller is not in default in respect to any judgment, order, writ, injunction, decree, rule, or regulation of any applicable court or governmental body, which default could have a materially adverse effect on the Assets or the Station.

6.7.2. **Insurance.** All of the Tangible Personal Property listed in Schedule 1.1.3 is insured under the policies listed and described in Schedule 1.1.3, including, without limitation, public liability and broadcaster's liability insurance for the Station, in full force and effect, paying all premiums for all such fire, flood, and extended coverage insurance and such public liability and broadcaster's liability insurance, when due.

6.8. **Employees and Labor Relations.**

6.8.1. Seller: (a) is not a party to any collective bargaining agreement covering or relating to any of Station's employees and has not recognized, and to Seller's knowledge, is not required to recognize, and has received no demand for recognition by any contract with any of the employees of the Station or to any other employment contract, labor agreement, or union agreement, written or oral; (b) other than as disclosed in the Schedules, has not promulgated any policy or entered into any agreement relating to the payment of pensions, profit sharing, or bonuses to any of its employees whose employment, if terminated or suspended, for which Buyer will be liable; and (c) to Seller's knowledge, has not committed any unfair labor practices.

6.8.2. Seller has complied in all material respects with all applicable laws, rules and regulations relating to the employment of labor, including those relating to rates, hours, equal employment opportunity, collective bargaining, and the withholding and payment of taxes and contributions and has withheld all amounts required by law or agreement to be withheld from the wages or salaries of the Station's employees and is not liable to the employees or any government body for arrears of wages or for any tax or penalty for failure to comply with the foregoing.

6.9. **Taxes and Other Matters.**

6.9.1. **Payment of Taxes.** All returns and reports concerning franchise taxes, unemployment insurance, withholding and payroll taxes, sales taxes, personal property taxes, license taxes, social security taxes, and all other reports required to have been filed by the Seller relating to the Assets, the Station, and/or its operation pursuant to any law or regulation have been duly filed, and all taxes, interest, assessments, and penalties which are due to any taxing authority, federal, state, or local, with respect to any tax period ending on or prior to the making of this warranty have been duly paid.

6.9.2. Insolvency Proceedings. No insolvency proceedings of any kind, including without limitation bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Seller or the Purchased Assets are pending or threatened. Seller has not made an assignment for the benefit of creditors or taken any action with a view to, or that would constitute a valid basis for, the institution of any such insolvency proceedings.

6.9.3. Intangibles. Except as provided in Schedule 6.4.2, Seller has full and exclusive right, title to or interest in and to all of the Intangibles, all copyrights, patents, program rights, trade names, trade marks, logos, service marks, proprietary information, and other similar rights or symbols associated therewith, together with all goodwill associated therewith and all intellectual properties, as described on Schedule 1.1.5, are free from infringements, interferences, litigation and disputes of any kind or nature whatsoever.

6.9.4. Environmental Matters.

(a) Seller has complied in all material respects with all laws, rules and regulations of all federal, state, and local governments (and all agencies thereof) concerning the environment, public health and safety ("Environmental Laws"), and employee health and safety, and no charge, complaint, action, suit, proceeding, hearing, investigation, claim, demand, or notice has been filed or commenced against Seller alleging any failure to comply with any such law, rule or regulation.

(b) Seller has no liability (and Seller has not handled or disposed of any substance, arranged for the disposal of any substance, or owned or operated any property or facility in any manner that could form the basis for any present or future charge, complaint, action, suit, proceeding, hearing, investigation, claim or demand (under the common law or pursuant to any statute) against Seller giving rise to any liability) for damage to any site, location, or body of water (surface or subsurface) or for illness or personal injury. To the best of Seller's knowledge, no hazardous substances or material, including without limitation, any asbestos or asbestos-related products, oils or petroleum-derived compounds, CFCs, or PCBs, have been released, emitted or discharged or are located at, upon or under the Real Property in a condition, concentration or location which will require the conduct of remedial action pursuant to the requirements of any applicable Environmental Laws. There have never been and there currently are no underground storage tanks located on the Real Property.

6.9.5. No Untrue Statements or Omission. No representation or warranty made by Seller in this Agreement or any Schedule, exhibit, statement, certificate, or other document heretofore or hereafter furnished by Seller, or on its behalf, to Buyer and pursuant to this Agreement or in connection with the transactions contemplated hereby contains or will contain any knowingly untrue statement or knowingly omits to state a material fact necessary to make the statements contained therein not misleading. All representations and warranties of Seller set forth in this Agreement shall be true, complete and accurate in all material respects as of the Closing Date as if made on that date.

SECTION 7
WARRANTIES, REPRESENTATIONS AND
COVENANTS OF BUYER

Buyer covenants, represents, and warrants as follows:

7.1. **Organization and Standing.** Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey, and as of the Closing Date, will be duly qualified to do business and be in good standing in the Commonwealth of Massachusetts.

7.2. **Authorization and Binding Obligation.** Buyer has all necessary power and authority to enter into this Agreement and all of Buyer's Closing Documents (as defined in Section 10.2) that require Buyer's signature. The execution, delivery and performance of this Agreement (as of the date of execution of this Agreement and on the Closing Date) and the Buyer's Closing Documents (on the Closing Date) are or will be authorized by all necessary action of Buyer. This Agreement constitutes a valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms of this Agreement. Upon execution, the Buyer's Closing Documents will constitute valid and binding obligations of Buyer enforceable against Buyer in accordance with their terms.

7.3. **No Contravention.** The execution, delivery and performance of this Agreement do not violate any provision of the Buyer's organizational documents, or any contract provision or other commitment to which Buyer or any of its officers or directors is bound, or any judgment or order.

7.4. **Litigation.** Except for administrative rule makings or other proceedings of general applicability to the broadcast industry, there is no litigation, proceeding, judgment, claim, action, investigation or complaint, before the Commission, other governmental body, or court, of any nature pending or, to the best of Buyer's knowledge, threatened against or affecting Buyer which would adversely affect Buyer's authority or ability to carry out this Agreement.

7.5. **Information Held in Confidence.** Except with respect to Buyer's prospective lenders, if any, from the date hereof until the Closing Date, Buyer and other representatives of Buyer will hold in strict confidence, and will not disclose to any third party, any data and information obtained in connection with the transactions contemplated by this Agreement with respect to the business of Seller, except insofar as any of such data and information may be required by law to be publicly disclosed or submitted to the Commission. If the transactions contemplated by this Agreement are not consummated, Buyer will return to Seller all such data and information, including, but not limited to, all documents, copies of documents and memoranda or other materials prepared by Buyer which incorporate data or information obtained from Seller and all other data and information made available to Buyer in connection with this transactions, contemplated by this Agreement, except that which may be required by law to be submitted to the Commission.

7.6. **Buyer's Qualifications.** There is no fact that would, under present law (including the Communications Act of 1934, as amended) and the present rules and published policies of the Commission, disqualify Buyer from being the assignee of the Station or that would delay

Commission approval of the Assignment Application. Should Buyer become aware of any such fact, it will so inform Seller and will use its best efforts to remove any such disqualification. Buyer will not take any action that Buyer knows, or has reason to believe, would result in such disqualification.

7.7. **No Untrue Statements or Omission.** No representation or warranty made by Buyer in this Agreement or any Schedule, exhibit, statement, certificate, or other document heretofore or hereafter furnished to Seller and pursuant to this Agreement or in connection with the transactions contemplated hereby contains or will contain any knowingly untrue statement or knowingly omits to state a material fact necessary to make the statement contained therein not misleading.

7.8. **Reliance.** Neither Buyer nor any person acting as Buyer's representative or on Buyer's behalf has relied on any representation or statement of Seller or any other person except as expressly set forth in this Agreement. Buyer acknowledges that it has been given full opportunity to examine, to its satisfaction, the Contracts listed or described in Schedule 1.1.4.

SECTION 8 SELLER'S CONDUCT OF BUSINESS PRIOR TO CLOSING, BUYER'S ACCESS TO INFORMATION AND BUYER'S COVENANTS

8.1. **Affirmative Covenants of Seller.** From the date of this Agreement until the Closing Date, Seller shall have complete control and supervision of and sole responsibility for the Station and its operation, and during such period, Seller shall:

8.1.1. Operate the Station in good faith and in a manner consistent with the normal and prudent operation of commercial broadcast stations and in accordance with the rules and regulations of the Commission and the Commission Authorizations.

8.1.2. Keep and preserve the Business Records in accordance with good business practice.

8.1.3. Make reasonable efforts to endeavor to protect the service area of the Station, as currently authorized by the Commission, from interference from other stations, existing or proposed, of which Seller has actual knowledge, to the extent such interference is prohibited by the Commission's rules and regulations, and promptly give Buyer notice of any such proposed interference.

8.1.4. Deliver to Buyer within five (5) days after filing thereof with the Commission copies of any and all reports, applications, and/or responses relating to the Stations which are filed with the Commission on or prior to the Closing Date, including a copy of any Commission inquiries to which the filing is responsive (in the event of an oral Commission inquiry, Seller will furnish a written summary thereof).

8.1.5. Give prompt notice to Buyer of any occurrence that comes to Seller's attention that may constitute a misrepresentation, breach of warranty, or nonfulfillment of any covenant or condition on the part of Seller or Buyer contained in this Agreement.

8.1.6. Use its best efforts to work cooperatively with Phasetek Inc. in assuring that the timetable set forth in the Agreement is strictly adhered to in order to assure timely construction of the Watertown Permit.

8.2. **Negative Covenants of Seller.** Between the date hereof and the Closing Date, Seller shall not, with respect to the Assets, the Station, or the operation thereof, without the consent of Buyer, which consent shall not be unreasonably withheld:

8.2.1. Cancel, modify, alter, amend, encumber, or in any way discharge, terminate, or impair any agreements or leases pertaining to the Station, other than in the normal course of business.

8.2.2. By any act or omission surrender, modify adversely, forfeit, or fail to renew under regular terms the Commission Authorizations or give the Commission grounds to institute any proceeding for the revocation, suspension or modification of any such Commission Authorization, or fail to prosecute with due diligence any pending applications with respect to such Commission Authorizations.

8.2.3. Other than in the usual and ordinary course of business, sell or dispose of any of the Assets; Seller shall replace all Assets thus disposed of in the usual and ordinary course of business with assets having an aggregate value at least equal to the aggregate value of the Assets sold or otherwise disposed of.

8.2.4. Create or suffer or permit the creation of any mortgage, conditional sales agreement, security interest, lien, hypothecation, pledge, encumbrance, restriction, liability, charge, claim or imperfection of title on any of the Assets or with respect thereto.

8.2.5. Take any action that would prevent Seller from consummating the transactions contemplated in this Agreement.

8.3 **Access to Information.**

8.3.1. **Access to the Assets.** Between the date of filing the Assignment Application and the Closing Date, Seller will give to Buyer and its authorized representatives and agents, including engineers, accountants, lawyers, and other representatives, reasonable access during reasonable business hours to the Assets for the purpose of conducting inspections, inventories or other due diligence investigation activities. Seller shall furnish to Buyer such information and materials concerning the Station's affairs as Buyer may reasonably request, so far as such access, information and materials pertain to the operation of the Station.

8.4. **Restrictions on Buyer.** Nothing contained in this Agreement shall give Buyer any right to control the programming or operations of the Station prior to the Closing Date and Seller shall have complete control of the programming and operation of the Station between the date hereof and the Closing Date and shall operate the Station in conformity with the requirements of law and this Agreement.

8.5. **Buyer's Covenants.** From the date of this Agreement until the Closing Date, Buyer covenants that it will not take any action, or fail to take any action, that would disqualify it

from becoming the licensee of the Station or delay the grant of the Assignment Application by the Commission. Furthermore, Buyer shall give prompt notice to Seller of any occurrence that comes to Buyer's attention that may constitute a misrepresentation, breach of warranty or nonfulfillment of any covenant or condition on the part of Buyer or Seller contained in this Agreement.

**SECTION 9
[INTENTIONALLY OMITTED]**

**SECTION 10
CONDITIONS FOR CLOSING**

10.1. **Closing.** The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at a location and on a date set by the parties, provided that such date shall be no more than five (5) days after the grant of the Assignment Application is granted by the Commission or the Media Bureau. The Closing shall be held no later than seventy-five (75) days from the date of the filing of the Assignment Application, provided that the aforementioned deadline shall be extended to a date no later than March 31, 2003, only if there is a delay in the processing of the Assignment Application by the Commission or the Media Bureau.

10.2. **Conditions Precedent to Obligations of Buyer.** The performance of the obligations of Buyer under this Agreement is subject to the satisfaction of each of the following express conditions precedent (provided that Buyer may, at its election, waive any of such conditions on the Closing Date, notwithstanding that such condition is not fulfilled on the Closing Date):

10.2.1. Seller shall have delivered to Buyer the Seller's Closing Documents as described in Section 11.1 below.

10.2.2. Each of Seller's representations and warranties contained in this Agreement or in any schedule, certificate, or document delivered pursuant to the provisions hereof, or in connection with the transactions contemplated hereby, shall be true and correct in all material respects at and as of the Closing Date with the same force and effect as if each such representation or warranty was made at and as of such time.

10.2.3. Seller shall have performed and complied in all material respects with all covenants, agreements and obligations required by this Agreement to be performed or complied with by it prior to the Closing Date and shall be in full compliance therewith on the Closing Date.

10.2.4. Seller shall be the holder of the Commission Authorizations listed in Schedule 1.1.1.

10.2.5. All outstanding mortgages, liens, security agreements, and other charges and encumbrances on the Assets shall have been discharged and satisfied, or arrangements made to discharge same at Closing.

10.2.6. Seller shall have delivered to Buyer an inventory of the Tangible Personal Property to be conveyed, current as of the Closing Date, which is attached to this Agreement as Schedule 1.1.3. There shall be no material changes between Schedule 1.1.3 and the inventory of Tangible Personal Property as of the Closing Date other than changes that have been agreed to and accepted by Buyer, in its reasonable discretion.

10.2.7. Seller shall have delivered to Buyer an assignment of the Towers Lease Agreement listed in Schedule 1.1.2.

10.2.8. Seller shall have delivered to Buyer all permits, authorizations and consents obtained by Phasetek Inc. for completion of the construction of the Watertown Permit.

10.3 Conditions Precedent to Obligations of Seller. The performance of the obligations of the Seller under this Agreement is subject to the satisfaction of each of the following express conditions precedent (provided that Seller may, at its election, waive any of such conditions at Closing, notwithstanding that such condition is not fulfilled on the Closing Date):

10.3.1. Buyer shall have delivered to Seller the Buyer's Closing Documents (as described in Section 11.2 below).

10.3.2. Each of Buyer's representations and warranties contained in this Agreement or in any certificate or document delivered pursuant to the provisions hereof, or in connection with the transactions contemplated hereby, shall be true in all material respects at and as of Closing Date, as though each such representation or warranty was made at and as of such time, except in respect of such changes as are contemplated or permitted by this Agreement.

10.3.3. Buyer shall perform all of the obligations set forth in Section 2.2 of this Agreement with respect to the payment of the Purchase Price.

10.3.4. Buyer shall have agreed in form reasonably acceptable to Seller to assume all obligations under the Agreements assigned to Buyer arising on or after the Closing Date.

10.4. Failure of Conditions Precedent to Obligations of Buyer. In case of the failure of any of the conditions precedent described in Section 10.2 hereof, and if Seller has failed to cure same by the earlier of ten (10) days after notice from Buyer, Buyer shall have the right to terminate this Agreement without liability. In addition, if the failure of such condition precedent constitutes a material default by Seller, Buyer shall have the right, at its option, to exercise any or all of its rights or remedies for default provided in Section 18 hereof. Buyer shall not be deemed to have waived any failure by Seller to fulfill any of the conditions precedent described in Section 10.2 if Buyer does not have actual knowledge of such failure at the time of Closing. Buyer's waiver of any of the conditions precedent described in Section 10.2 hereof shall not preclude Buyer from seeking redress from Seller for Seller's failure to have complied with such conditions precedent.

10.5. Failure of Conditions Precedent to Obligations of Seller. In case of the failure of any of the conditions precedent described in Section 10.3 hereof, and if Buyer has failed to

cure the same by the earlier of ten (10) days after notice from Seller or if the sale of the AM Station has not been consummated, Seller shall have the right to terminate this Agreement without liability. In addition, if the failure of such condition precedent results from a material default by Buyer, Seller shall have the right, at its option, to exercise any or all of its rights or remedies for default provided in Section 18 hereof. Seller shall not be deemed to have waived any failure by Buyer to fulfill any of the conditions precedent described in Section 10.3 if Seller does not have actual knowledge of such failure at the time of Closing. Seller's waiver of any of the conditions described in Section 10.3 hereof shall not preclude Seller from seeking redress from Buyer for Buyer's failure to have complied with such conditions precedent.

SECTION 11 OBLIGATIONS AT CLOSING

11.1. Closing Documents to be Delivered by Seller. At the Closing, Seller shall deliver to Buyer the following ("Seller's Closing Documents"):

11.1.1. An executed Bill of Sale in form and substance reasonably satisfactory to Buyer transferring to Buyer all Tangible Personal Property to be transferred hereunder.

11.1.2. An executed assignment and assumption agreement in form and substance reasonably satisfactory to counsel for Buyer assigning to Buyer the Contracts to be assigned hereunder.

11.1.3. An executed assignment and transfer in form and substance reasonably satisfactory to counsel for Buyer assigning and transferring to Buyer all of the Commission Authorizations and the Intangibles.

11.1.4. A certified copy of the resolutions of the Seller authorizing the execution, delivery, and performance of this Agreement by Seller and the consummation of the transactions provided for herein, together with an incumbency certificate.

11.1.5. A certificate executed by Seller's authorized representative stating that (a) all of the representations and warranties of Seller set forth in this Agreement are in all material respects true, correct, and accurate as of the Closing Date, and (b) all covenants set forth in this Agreement to be performed by Seller on or prior to the Closing Date have been performed in all material respects.

11.1.6. All Business Records not retained by Seller pursuant hereto.

11.1.7. Possession and/or ownership of all right, title and/or interest in and to the Assets.

11.1.8. Instructions executed on behalf of Seller directing the Escrow Agent to apply the Escrow Deposit toward payment of the Purchase Price.

11.1.9. Wire transfer instructions executed on behalf of Seller.

11.2 **Closing Documents to be Delivered by Buyer.** At the Closing, Buyer shall deliver to Seller the following ("Buyer's Closing Documents"):

11.2.1. The Purchase Price as provided in Section 2.2.

11.2.2. A certificate executed by Buyer's chief executive officer stating that (a) all of the representations and warranties of Buyer set forth in this Agreement are in all material respects true, correct, and accurate as of the Closing Date, and (b) all covenants set forth in this Agreement to be performed by Buyer on or prior to the Closing Date have been performed in all material respects.

11.2.3. An assignment and assumption agreement executed by Buyer, in form and substance reasonably satisfactory to Seller.

11.2.4. A certified copy of the resolutions of Buyer authorizing the execution, delivery and performance of this Agreement by Buyer and the consummation of the transactions provided for herein, executed by the officers and all directors and attested to by the Secretary of Buyer.

11.2.5. Instructions executed on behalf of Buyer directing the Escrow Agreement to apply the Escrow Deposit toward payment of the Purchase Price.

11.2.6. Wire transfer instructions executed on behalf of Buyer.

SECTION 12 BROKERAGE

Seller and Buyer each represents and warrants to the other that it knows of no broker, finder, or intermediary who has been involved in the transactions provided for in this Agreement or who might be entitled to a fee or commission upon the consummation of such transactions, other than Richard Sharpe whose fees shall be paid by Seller. Buyer and Seller hereby agree to indemnify each other from and against any claim of any such obligation or liability by any person, and any expense incurred in defending against any such claim, including reasonable attorneys' fees, that shall have resulted from any conduct, activity, or action taken, or allegedly taken, by the indemnifying party.

SECTION 13 INDEMNIFICATIONS

13.1. **Breach of Seller's Agreements, Representations, and Warranties.** Seller shall reimburse Buyer for, and indemnify and hold harmless Buyer from and against, any loss, damage, liability, obligation, deficiency, claim, suit, cause of action, demand, judgment, or expense (including without limitation, payments, fines, penalties, interest, taxes, assessments, and reasonable attorneys' fees and accounting fees), contingent or otherwise, whether incurred or asserted prior to or after the Closing Date, arising out of or sustained by Buyer by reason of:

(a) any breach of any warranty, representation, or agreement of Seller contained under this Agreement or in any certificate or other instrument furnished to Buyer pursuant to this Agreement or in connection with any of the transactions contemplated hereby;

(b) the operation of the Station or the ownership of the Assets prior to Closing (including, but not limited to, any and all claims, liabilities, and obligations arising or required to be performed prior to the Closing Date under the Agreements, or any other lease, contract, or agreement);

(c) any transaction entered into by Seller or arising in connection with the Station or the operation of the business thereof or any of the Assets prior to the Closing, where the obligations relating to said transaction have not been assumed by Buyer;

(d) any retained liabilities of Seller; or

(e) any and all actions, suits, or proceedings, incident to any of the foregoing.

13.2 Breach of Buyer's Agreements, Representations and Warranties. Buyer shall reimburse Seller for, and indemnify and hold harmless Seller from and against, any loss, damage, liability, obligation, deficiency, claim, suit, cause of action, demand, judgment, or expense (including without being limited to, payments, fines, penalties, interest, taxes, assessments, reasonable attorneys' fees and accounting fees of any kind or nature), contingent or otherwise, arising out of or sustained by Seller by reason of:

(a) any breach of any warranty, representation, or agreement of Buyer contained under this Agreement or any certificate or other instrument furnished by Buyer pursuant to this Agreement or in connection with any of the transactions contemplated hereby,

(b) the operation of the Station subsequent to Closing (including, but not limited to, any and all claims, liabilities and obligations arising or required to be performed subsequent to the Closing under the Agreements),

(c) any transaction entered into by Buyer or arising in connection with the Stations or the operation of the Station subsequent to the Closing,

(d) any and all liabilities or obligations of Seller specifically assumed by Buyer pursuant to this Agreement, or

(e) any and all actions, suits, or proceedings incident to any of the foregoing.

13.3. Notice of Claim. Buyer and Seller agree to give prompt written notice to each other of any claim for indemnification under Sections 13.1 or 13.2 hereof ("Notice of Claim"), which amount is believed to be required to discharge the obligations of the indemnifying party resulting therefrom (the "Claim"). Within ten (10) days after having been given the Notice of Claim, the indemnifying party may deliver to the other party (i) a written notice of objection to the payment of such Claim ("Notice of Objection"), which Notice of Objection shall set forth the basis for such objection; or (ii) a written notice that the indemnifying party intends to defend against such Claim in good faith ("Notice of Intention to Defend"). If such a Notice of Intention

to Defend is delivered, the indemnifying party shall have the right to hold in abeyance its Claim for indemnification if and so long as such defense is conducted by the indemnifying party at the latter's expense. If no Notice of Objection or Notice of Intention to Defend is given within the prescribed ten (10) day period, the indemnifying party shall promptly pay to the indemnified party the Claim set forth in the Notice of Claim, subject to Section 13.5. If the parties are unable to resolve any Notice of Claim and corresponding Notice of Objection, either party may take whatever action it deems reasonable, including without limitation, the filing of a claim, petition, or other pleading in a court of competent jurisdiction.

13.4. **Sole Remedy.** Except as provided to the contrary in this Agreement, the right to indemnification pursuant to this Section 13 shall be the sole and exclusive remedy of each party in connection with any breach or other violation by the other party of its representations, warranties, or covenants contained in this Agreement.

13.5 **Limitation on Liability.** The indemnifying party shall have no liability for Claims under Section 13.1 or Section 13.2 as the case may be, until the aggregate amount of the Claims incurred exceeds Ten Thousand Dollars (\$10,000.00) (the "Minimum Loss"). After the Minimum Loss is exceeded, the indemnitee shall be entitled to be paid the entire amount of its Claims, including the Minimum Loss to a maximum aggregate sum of One Hundred Thousand Dollars (\$100,000.00).

SECTION 14 RISK OF LOSS

The risk of any loss or damage to the Tangible Personal Property by fire, theft, breakage, explosion, earthquake, accident, flood, rain, storm, riot, act-of-God, or public enemy, or any other casualty or cause, reasonable wear and tear excepted, prior to the Closing Date, is assumed and shall be borne by the Seller at all times before the Closing Date. If any such loss or damage occurs, Seller shall give prompt written notice of the loss or damage to Buyer and shall promptly take all reasonable steps to rebuild, replace, restore or repair any such damaged property at its own cost and expense. In the event that Seller does not fully replace or restore any such lost or damaged Tangible Personal Property by the time the Closing otherwise would be held, Buyer may, at its option, upon written notice to Seller, either (i) terminate this Agreement, or (ii) elect to close without restoration, in which event Seller will deliver all insurance proceeds paid or payable by reason of the loss or damage to Buyer. If Buyer terminates this Agreement under this Section, each party shall bear its own expenses, and the Escrow Agent shall deliver to Buyer the Escrow Deposit and all interest earned thereon. Buyer's option to terminate this Agreement under this Section 14 shall arise only if such damage to the Station is so substantial that it prevents the Station from operating in its normal and customary manner for a period of thirty (30) consecutive days.

SECTION 15 FEES AND EXPENSES

Each party shall pay its own attorneys' fees and expenses which it initiates, creates, or incurs in connection with the negotiation, preparation and execution of this Agreement. All other expenses incurred in connection with this transaction shall be borne by the party incurring same.

SECTION 16 BULK SALES LAW

The parties do not believe that any bulk sales or fraudulent conveyance statute applies to the transactions contemplated by this Agreement. Buyer therefore waives compliance by Seller with the requirements of any such statutes, and Seller agrees to indemnify and hold Buyer harmless against any claim made against Buyer by any creditor of Seller as a result of a failure to comply with any such statute.

SECTION 17 DEFAULT AND TERMINATION

17.1. A party shall "default" under this Agreement if it makes any material misrepresentation to the other party in connection with this Agreement, or materially breaches or fails to perform any of its representations, warranties, or covenants contained in this Agreement. Non-material breaches or failures shall not be grounds for declaring a party to be in default, postponing the Closing, or terminating this Agreement.

17.2 If either party believes the other to be in default hereunder, the former party shall provide the other with written notice specifying in reasonable detail the nature of such default. If the default is not curable or has not been cured within ten (10) days after delivery of that notice (or such additional reasonable time as the circumstances may warrant provided the party in default undertakes diligent, good faith efforts to cure the default within such ten (10) day period and continues such efforts thereafter), then the party giving such notice may terminate this Agreement and/or exercise the remedies available to such party pursuant to this Agreement, subject to the right of the other party to contest such action through appropriate proceedings. Notwithstanding the foregoing, neither party shall have any right to cure such party's wrongful failure to consummate this transaction, as provided herein, on the Closing Date.

17.3 Buyer recognizes that if the transaction contemplated by this Agreement is not consummated as a result of Buyer's default, or by reason of the Commission's written refusal or failure to consent to the grant of the Assignment Application due to Buyer's conduct or qualifications, Seller would be entitled to compensation, the extent of which is extremely difficult and impractical to ascertain. To avoid this problem, the parties agree that if this Agreement is not consummated due to the default of Buyer, Seller shall be entitled to receive as liquidated damages the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) which Buyer advanced to Seller in accordance with Section 2.2(a) of this Agreement. Such liquidated damages shall be in lieu of any other remedies at law or in equity to which Seller might otherwise be entitled due to Buyer's wrongful failure to consummate the transaction contemplated by this Agreement. Buyer and Seller each acknowledge and agree that the liquidated damage amount is reasonable in light of the anticipated harm which would be caused by Buyer's breach of this Agreement, the difficulty of proof of loss, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transaction to be consummated hereunder.

17.4. Seller agrees that the Assets include unique property that cannot be readily obtained on the open market and that Buyer will be irreparably injured if this Agreement is not specifically enforced. Therefore, Buyer shall have the right specifically to enforce Seller's

performance under this Agreement, and Seller agrees to waive the defense in any such suit that Buyer has an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy. In the event Buyer elects to terminate this Agreement as a result of Seller's default instead of seeking specific performance, Buyer shall be entitled to the return of the Escrow Deposit and to recover from Seller Buyer's actual damages occasioned by Seller's default, including without limitation, attorneys fees and costs, bank commitment fees, due diligence costs and other expenses reasonably incurred by Buyer in attempting to consummate the transaction contemplated by this Agreement.

SECTION 18 SURVIVAL OF WARRANTIES

18.1. All representations and warranties made by the parties in this Agreement shall be deemed made for the purpose of inducing the other to enter into this Agreement, and shall survive the Closing and remain operative and in full force and effect, for a period of one (1) year, except for such representations and warranties concerning environmental matters which shall remain in effect for as long as the applicable statutes of limitations.

18.2 Neither the acceptance nor the delivery of property hereunder shall constitute a waiver of any covenant, representation, warranty, agreement, obligation, undertaking, or indemnification of Seller or Buyer contained in this Agreement, all of which shall, unless otherwise specifically provided, survive the Closing hereunder in accordance with the terms of this Agreement and shall be binding upon and inure to the benefit of all of the parties hereto, their heirs, legal representatives, successors and assigns.

SECTION 19 NOTICES

19.1. All notices, requests, demands, waivers, consents and other communications required or permitted hereunder shall be in writing and be deemed to have been duly given when delivered in person (against receipt) to the party to be notified at the address set out below or sent by registered or certified mail, or by express mail or courier, postage prepaid, return receipt requested, addressed to the party to be notified, as follows:

If to Seller: Alex Langer
Langer Broadcasting Group, LLC
94 St. Rose Street
Boston, MA 02130
Facsimile No.: (617) 522-4889

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

Lawrence Litwak, Esq.
Greif & Litwak, PC
77 North Washington Street
Boston, MA 02114-1993
Facsimile No.: (617) 723-9490

If to Buyer: Arthur Liu
Multicultural Radio Broadcasting, Inc.
449 Broadway
New York, NY 10013
Facsimile No.: (212) 966-1012

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

Erwin G. Krasnow, Esq.
Shook, Hardy & Bacon, L.L.P.
600 14th Street, N.W., Suite 800
Washington, D.C. 20005-2004
Facsimile No.: (202) 783-4211

Either party may change its address for notices by written notice to the other given pursuant to this Section. Any notice purportedly given by a means other than as provided in this Section shall be invalid and shall have no force or effect.

SECTION 20 MISCELLANEOUS

20.1 **Headings.** The headings of the Sections of this Agreement are for convenience of reference only, and do not form a part thereof, and do not in any way modify, interpret or construe the meaning of the Sections themselves or the intentions of the parties.

20.2 **Entire Agreement.** This Agreement and any other agreements entered into pursuant to this Agreement set forth the entire agreement of the parties and are intended to supersede all prior negotiations, understandings, and agreements and cannot be altered, amended, changed or modified in any respect or particular unless each such alteration, amendment, change or modification shall have been agreed to by each of the parties hereto and reduced to writing in its entirety and signed and delivered by each party. No provision, condition or covenant of this Agreement shall be waived by either party hereto except by a written instrument delivered to the other party and signed by the party consenting to and to be charged with such waiver.

20.3 **Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Neither party hereto may assign this Agreement or its rights and obligations hereunder without the written consent of the other, except that Buyer may assign its rights and delegate its duties under this Agreement to an entity which is controlled by Buyer at any time prior to the Closing Date, provided that the Closing Date is not delayed or postponed as a result of such assignment. In the event of such an assignment by Buyer, the provisions of this Agreement shall inure to the benefit of and be binding upon Buyer's assigns. Nothing in this Agreement, express or implied, is intended to or shall confer on any person other than the parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

20.4 **Additional Documents.** The parties hereto agree to execute, acknowledge and deliver, at or after the Closing Date, such other and further instruments and documents as may be

reasonably necessary to implement, consummate and effectuate the terms of this Agreement, the effective vesting in Buyer of title to the Assets, and/or the successful processing by the Commission of the Assignment Application to be filed with it, as provided in Section 4 hereof.

20.5. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall comprise one and the same instrument.

20.6. **Governing Law.** The parties agree that this Agreement and the transaction herein contemplated shall be interpreted, construed, and enforced under and according to the laws of the Commonwealth of Massachusetts.

20.7. **Counsel.** Each party has been represented by its own counsel in connection with the negotiation and preparation of this Agreement and, consequently, each party hereby waives the application of any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the party whose counsel drafted that provision.

20.8. **Time is of the Essence.** Time shall be of the essence in this Agreement and the performance of each and every provision hereof.

20.9. **Severability.** If any term or provision of this Agreement or its application shall, to any extent, be declared to be invalid or unenforceable, the remaining terms and provisions shall not be affected and shall remain in full force and effect and to such extent are severable; provided, however, neither party shall have any obligation to consummate the transactions contemplated by this Agreement if it is adversely affected in any material respect.

20.10. **Publicity.** Seller and Buyer agree that all public announcements relating to this Agreement or the transactions contemplated hereby, including announcements to employees, will be made only as may be agreed upon by the parties, which consent shall not be unreasonably withheld.

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

SELLER:

LANGER BROADCASTING GROUP, LLC

By: _____
Alexander G. Langer, Manager

BUYER:

MULTICULTURAL RADIO BROADCASTING, INC.

By: _____
Arthur Liu, President