

**DISCLOSURE SCHEDULES TO  
ASSET PURCHASE AGREEMENT**

**BY AND AMONG**

**NRJ TV NY OPCO, LLC**

**and**

**NRJ TV NY LICENSE CO., LLC**

**“BUYER”**

**AND**

**MTB BRIDGEPORT-NY OPERATING LLC**

**and**

**MTB BRIDGEPORT-NY LICENSEE LLC**

**“SELLER”**

**Dated as of \_\_\_\_\_, 2011**

These disclosure Schedules (the “Disclosure Schedules”) are delivered pursuant to that certain Purchase and Sale Agreement set forth above (the “Purchase Agreement”). The inclusion of any information on any Disclosure Schedule shall not be deemed to be an admission or acknowledgement by the Buyer or Seller that such information is material to, or outside the ordinary course of, the business of the Buyer or Seller. The information and disclosures contained in each Disclosure Schedule shall be deemed to be disclosed and incorporated by reference in each other Disclosure Schedule where the applicability of such information to such other Disclosure Schedule is reasonably apparent on its face as though fully set forth in such other Disclosure Schedule.

All capitalized terms used and not otherwise defined in the Disclosure Schedules shall have the meanings assigned to them in the Purchase Agreement.

**SCHEDULE 1.1**  
**ASSUMED LIABILITIES**

None

## **SCHEDULE 1.2(a)**

### **CONTRACTS**

- My Family TV Affiliation Agreement, dated May 3, 2011, by and between My Family Television, LLC and MTB Bridgeport-NY Operating, LLC
- RTV Affiliation Agreement, dated as of May 3, 2011, by and between Retro Programming Services, Inc. and MTB Bridgeport-NY Operating, LLC
- TUFF TV Affiliation Agreement, dated as of May 3, 2011, by and between Retro Programming Services, Inc. and MTB Bridgeport-NY Operating, LLC

## **SCHEDULE 1.2(b)**

### **SHARED CONTRACTS**

- Software License, Maintenance and Support Agreement, undated, as amended by that certain First Amendment to Software License, Maintenance and Support Agreement, undated, by and between Video Communications, Inc. and Multicultural Television Broadcasting, LLC (predecessor-in-interest to Multicultural Capital Trust)
- Hardware Sales Agreement, undated, by and between Video Communications, Inc. and Multicultural Television Broadcasting, LLC (predecessor-in-interest to Multicultural Capital Trust)

## **SCHEDULE 1.3**

### **COPYRIGHTS**

None

## **SCHEDULE 1.4**

### **EQUIPMENT**

See Attached

## SCHEDULE 1.5

### FCC LICENSES

TYPE OF AUTHORIZATION	CALL SIGN	FCC FILE NUMBER	GRANT DATE	CURRENT EXPIRATION DATE
Main Station License	WSAH <sup>1/</sup>	BRCT-20061129AHV BLCDT-20061218ACB <sup>2/</sup>	3/29/2007 4/19/2007	4/1/2015 <i>Ditto</i>
Construction Permits	WSAH	None – Not Applicable	–	Not Applicable
Auxiliary Antenna	WSAH	None – Not Applicable	–	Not Applicable
Special Temporary Authority	WSAH	None – Not Applicable	–	Not Applicable
Remote Pick-up Authorization	None – N/A	None – Not Applicable	–	Not Applicable
Studio Transmitter Link Station	None – N/A	None – Not Applicable	–	Not Applicable
Business Radio Authorization	None – N/A	Non – Not Applicable	–	Not Applicable
Antenna Structure Registration <sup>3/</sup>	N/A	ASR # 1046926	3/14/2008	Not Applicable

<sup>1/</sup> FCC Facility ID No. 70493.

<sup>2/</sup> Authorized operation on DTV Channel 42.

<sup>3/</sup> **Tower owner:** Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York.; **FCC File No.** A0588295; **FAA Study**, 2006-ANE-114-OE ; **Address:** 80 Great Hill Road, Seymour, CT 06483-2234; **Geographic coordinates:** 41-21-43.3 NL; 073-06-46.4 WL 37-45-19.0 NL; 122-27-10.0 WL; AGL 103.3 meters; AMSL 292.3 meters.

## **SCHEDULE 1.6**

### **LEASES**

- Revised Lease Agreement, dated February 21, 1983, between Adelphia of Western Connecticut, Inc. and WSAH-TV, as amended for transmitter site located at 80 Great Hill Road, Seymour, CT
- Lease, dated October 1, 2010, between A. Able Advocate, Inc. and Multicultural Broadcasting, Inc. for office space located at 7 Wakeley St., Seymour, CT



**SCHEDULE 1.7**  
**MOTOR VEHICLES**

None

**SCHEDULE 1.8**  
**PERMITTED LIENS**

None

## **SCHEDULE 1.9**

### **EXCLUDED ASSETS**

**(a)**

- Software License, Maintenance and Support Agreement, undated, as amended by that certain First Amendment to Software License, Maintenance and Support Agreement, undated, by and between Video Communications, Inc. and Multicultural Television Broadcasting, LLC (predecessor-in-interest to Multicultural Capital Trust), to the extent not related to the Station
- Hardware Sales Agreement, undated, by and between Video Communications, Inc. and Multicultural Television Broadcasting, LLC (predecessor-in-interest to Multicultural Capital Trust, to the extent not related to the Station
- Management Services Agreement dated November 16, 2009, as amended by that certain First Amendment to Management Services Agreement, dated January 8, 2010, by and between Multicultural Capital Trust and Titan Broadcast Management, LLC

**(b)**

None

**(c)**

None

## **SCHEDULE 1.10**

### **TRADEMARKS**

Unregistered trademarks - WSAH, WSAH TV, WSAH DT and WSAH TV 43

**SCHEDULE 2.3(c)**

**CURE COSTS**

None

### **SCHEDULE 4.3**

#### **ABSENCE OF CONFLICTING AGREEMENTS**

The following Contracts require consent to assignment:

- Software License, Maintenance and Support Agreement, undated, as amended by that certain First Amendment to Software License, Maintenance and Support Agreement, undated, by and between Video Communications, Inc. and Multicultural Television Broadcasting, LLC (predecessor-in-interest to Multicultural Capital Trust)
- Hardware Sales Agreement, undated, by and between Video Communications, Inc. and Multicultural Television Broadcasting, LLC
- Management Services Agreement dated November 16, 2009, as amended by that certain First Amendment to Management Services Agreement, dated January 8, 2010, by and between Multicultural Capital Trust and Titan Broadcast Management, LLC

## **SCHEDULE 4.5**

### **TITLE EXCEPTIONS TO PURCHASED ASSETS; LIENS AND ENCUMBRANCES**

The Following Liens Presently Encumber the Purchased Assets:

- Drawbridge Special Opportunities Fund LP as first-lien agent and successor in interest to Wells Fargo Capital Finance, Inc., has a security interest in all existing and after-acquired personal property of MTBB and all proceeds and products thereof, pursuant to UCC Financing Statement 6420103 4, filed with the Delaware Department of State on December 1, 2006 (as amended by UCC Financing Statement Amendment 2010 0614408, filed with the Delaware Department of State on February 24, 2010, as amended by UCC Financing Statement Amendment 2010 3380858, filed with the Delaware Department of State on September 28, 2010)
- Pacific Media Capital, LLC, as second-lien agent, has a security interest in all existing and after-acquired personal property of MTBB and all proceeds and products thereof, pursuant to UCC Financing Statement 6421623 0, filed with the Delaware Department of State on December 4, 2006 (as amended by UCC Financing Statement Amendment 2007 3517827, filed with the Delaware Department of State on September 18, 2007)
- Drawbridge Special Opportunities Fund LP as first-lien agent and successor in interest to Wells Fargo Capital Finance, Inc., has a security interest in all existing and after-acquired personal property of MTBB License Co. and all proceeds and products thereof, pursuant to UCC Financing Statement 64200598, filed with the Delaware Department of State on December 1, 2006 (as amended by UCC Financing Statement Amendment 2010 0614200, filed with the Delaware Department of State on February 24, 2010, as amended by UCC Financing Statement Amendment 2010 3380544, filed with the Delaware Department of State on September 28, 2010)
- Pacific Media Capital, LLC, as second-lien agent, has a security interest in all existing and after-acquired personal property of MTBB License Co. and all proceeds and products thereof, pursuant to UCC Financing Statement 6421541 4, filed with the Delaware Department of State on December 4, 2006 (as amended by UCC Financing Statement Amendment 2007 3517942, filed with the Delaware Department of State on September 18, 2007)
- Final Order (I) Authorizing Post-Petition Secured Financing Pursuant to Sections 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e) and 503(b) of the Bankruptcy Code; (II) Authorizing the Debtors to Use Cash Collateral Pursuant to Section 363 of the Bankruptcy Code; (III) Providing Adequate Protection to the Prepetition Secured Parties Pursuant to Sections 361, 362, And 363 of the Bankruptcy Code; (IV) Modifying the Automatic Stay Pursuant to Section 362(d) of The Bankruptcy Code; and (V) Providing Related Relief entered on or about October 4, 2011 by the United States Bankruptcy Court for the District of Delaware
- The Purchased Assets are located in New Haven County, Connecticut





## **SCHEDULE 4.6**

### **EQUIPMENT**

None

**SCHEDULE 4.7**  
**CONTRACT EXCEPTIONS**

None

**SCHEDULE 4.8**  
**INTANGIBLE PROPERTY EXCEPTIONS**

None

**SCHEDULE 4.10**  
**LEASE EXCEPTIONS**

None

**SCHEDULE 4.11**

**NO LITIGATION; LABOR DISPUTES; COMPLIANCE WITH LAWS**

None

**SCHEDULE 4.12**  
**TAX EXCEPTIONS**

None

**SCHEDULE 4.13**  
**GOVERNMENTAL AUTHORIZATIONS**

None

## **SCHEDULE 4.15**

### **MVPD MATTERS**

Television Station WSAH, Bridgeport, Connecticut (FCC Facility ID No. 70493) is carried on at least the following Multichannel Video Programming Distribution systems:

#### **Cable**

June 30, 2011

<b>HE Name</b>	<b>DMA</b>	<b>HE Location</b>	<b>Channel Position</b>
COMCAST CABLE	New York	DANBURY	27
COMCAST CABLE-ANSONIA	Hartford & New Haven	SEYMOUR	15
CHARTER COMM-LITCHFIELD CO	Hartford & New Haven	NEW MILFORD	22
COX CABLE COMMUNICATIONS	Hartford & New Haven	MERIDEN	75
COMCAST CABLE	Hartford & New Haven	NORTH BRANFORD	22
COX CABLE/GREATER HARTFORD	Hartford & New Haven	MANCHESTER	75
COMCAST-MIDDLEBURY	Hartford & New Haven	WATERBURY	15
COMCAST CABLE	Hartford & New Haven	CLINTON	22
COMCAST CABLE - HAMDEN	Hartford & New Haven	NEW HAVEN	95
CABLEVISION	New York	BRIDGEPORT	77
COMCAST CABLE - LAKEVILLE	Hartford & New Haven	SHARON	23
CABLEVISION OF CONNECTICUT	New York	NORWALK	77
AT&T U-VERSE	New York	STAMFORD	43
DBL ENTERPRISES	New York	ASPETUK VILLAGE	18
CHARTER COMM - FAIRFIELD CO	New York	NEWTOWN	22
CABLEVISION-NEW HAVEN	Hartford & New Haven	MILFORD	24
VERIZON - NORTHERN NJ	New York	FREEHOLD	19
VERIZON - NY AREA	New York	MASSAPEQUA	19
CABLEVISION - YORKTOWN	New York	BEDFORD	14
CABLEVISION	New York	MAMARONECK	15
CABLEVISION - YORKTOWN	New York	PUTNAM VALLEY	15
CABLEVISION	New York	PORT CHESTER	15
COMCAST CABLE - BEEKMAN	New York	CARMEL	19
CABLEVISION	New York	NORTH SALEM	14

#### **Satellite**

Direct TV, New York, Secaucus NJ, 43

Dish Network, New York, Orange NJ, 43

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## **SCHEDULE 4.16**

### **BROKERS**

Kalil and Co., Inc.

**SCHEDULE 4.17**  
**POWERS OF ATTORNEY**

None

## **SCHEDULE 4.18**

### **EMPLOYEES**

Ronald C. Barnes (GM), more than 12 years of services, salary is \$65,000 per year  
Kurt R. Schmied, approximately 6 years of services, salary is \$36,962 per year

Salary is paid bi-weekly.

#### Vacation -

1 yr - 1 wk

2 yrs - 2 wks

3 yrs or more - 3 wks

#### Sick

3 sick days and 3 personal days

**SCHEDULE 5.3**

**ABSENCE OF CONFLICTING LAWS AND AGREEMENTS**

None

## **SCHEDULE 5.4**

### **BROKERS**

None

**SCHEDULE 5.5**  
**FCC QUALIFICATION**

None

**SCHEDULE 6.8**  
**PERMITTED LIENS**

None

**SCHEDULE 7.8**  
**REQUIRED CONSENTS**

None



**SCHEDULE 7.9**

**ABSENCE OF INVESTIGATIONS AND PROCEEDINGS**

None