

## TRANSMITTER SITE LEASE

This Lease Agreement ("Lease"), is made this 24th day of August, 2004, by and between OCEAN COMMUNICATIONS ("Lessor"), and MILLENNIUM ATLANTIC CITY ASSET HOLDCO, LLC ("Lessee").

### WITNESSETH:

WHEREAS, Lessor currently owns the fee simple interest in that certain tract of real property more fully described in Exhibit A attached hereto, where the antenna structure used for WKOE's antenna is located (the "Tower"), including the associated structure foundation, anchor points, a portion of the transmitter building and all other improvements thereon, and all easements to, from and on such real property (hereinafter collectively referred to as the "Antenna Site");

WHEREAS, Lessee wishes to lease the Antenna Site for the purpose of Lessee's FM broadcast operations and Lessor wishes to lease such space to Lessee;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties hereto agree as follows:

#### 1. LEASE COMMENCEMENT

1.01. Commencement of Term. The term of this Lease shall commence on the date hereof (the "Commencement Date").

1.02. Exhibits. All exhibits referred to in this Lease are incorporated herein by reference.

#### 2. DESCRIPTION OF THE LEASEHOLD

2.01. Leased Premises. (a) Lessor hereby leases to Lessee and Lessee leases from Lessor, with a right of access over existing roads, in common with Lessor and other lessees or licensees of Lessor, nonexclusive use of the Antenna Site in connection with Lessee's

broadcasting operation on 106.3 MHz for the radio station known as WKOE (FM), Ocean City, New Jersey, (Facilities Identification Number 49984), serving the Atlantic City, New Jersey market (the “Station”) utilizing Lessee’s existing FM equipment currently located at the Antenna Site. Lessor hereby covenants that no current or future user will be permitted to locate or relocate its antenna above or beside the FM antenna for the Station; that no user on the Tower will be permitted to cause any interference to the Station’s transmissions; that the transmission line for the FM antenna will continue to be adequately secured to the Tower and will remain readily accessible for maintenance purposes; that the main transmitter for the Station will continue to be housed in the Station’s own “suite” (approximately 225 square feet) within the existing transmitter building with adequate HVAC, ventilation, and electrical power supply; and the current facilities and transmission operations of the Station will not be degraded or otherwise impaired by any action or inaction of the Lessor during the Term (collectively Lessee’s “Priority Rights”).

The equipment currently existing on the Antenna Site owned by the Lessee is described in Exhibit B attached hereto and any equipment hereafter brought onto the Antenna Site by Lessee shall be Lessee’s personal property, and is hereinafter referred to as “Lessee’s Property”. Lessee will be solely responsible for the maintenance of Lessee’s Property, including all expenses associated with such maintenance.

(b) use of the Station’s existing suite in the transmitter building in connection with Lessee’s operation of transmission, control and monitoring equipment associated with the Station.

(c) All of the property authorized for Lessee’s use, including the non-exclusive use of the Tower, ground space and space inside the suite under this Paragraph 2 shall hereinafter

be called the "Leased Premises". Lessee shall have rights of access to all portions of the Leased Premises, for equipment operations, maintenance, inspection, repair and testing or engineering purposes.

### 3. PERMITTED USES

3.01. By Lessee. (a) The Leased Premises may be used only for analog and digital FM radio broadcasting operations of Lessee associated with the Station. Lessee's operations shall be conducted in accordance with the standards imposed by the FCC and any other governmental body with authority over such transmission and operations. Such broadcast operations shall include analog as well as digital mode and any other operations that are related to the Station's broadcast operations.

(b) Lessee may add associated equipment for broadcast operations, as well as replace its existing broadcast equipment, without a change in Rent and without losing its Priority Rights granted hereunder.

### 4. TERM

4.01. Term. This Lease shall have a term of twenty (20) years from the Commencement Date (the "Term").

### 5. RENT

5.01. Rental Payments. Commencing on the Commencement Date and thereafter on the first day of each month during the Term of this Lease through the date, if any, in which Lessee becomes the owner of the Station's FCC licenses, Lessee shall pay to Lessor as rent ("Rent") the amount of \$500.00 per month (i.e., \$6,000 per annum), pro-rated for any partial month, without setoff or deduction. Commencing with the date, if any, in which Lessee becomes the owner of the Station's FCC licenses, and thereafter on the first day of each month during the

remainder of the Term of this Lease, Lessee shall pay to Lessor as Rent the amount of \$1,000.00 per month (i.e., \$12,000 per annum), pro-rated for any partial month, without setoff or deduction.

5.02. Address for Payment of Rent. Unless otherwise specified herein, Rent and other amounts to be paid hereunder shall be paid monthly in lawful money of the United States of America and shall be paid in advance on the first day of each month during the Term of this Lease by mailing payment to the Lessor at 511 6th Avenue, Suite 213 New York, NY 10011, Attn: Steven L. Sinn, or to such other person or address as Lessor may in writing direct.

5.03. Electricity, Utilities, and Other Expenses. Lessee shall be solely responsible for the cost and expense of all electricity and other utilities (including, without limitation, heat, internal light and power distribution, air conditioning, telephone, and janitorial services) used by Lessee in connection with the Leased Premises.

## 6. AUTHORITY

6.01. Quiet Enjoyment. Lessor covenants and agrees that Lessee, upon paying Rent described herein and observing and keeping the covenants, agreements and representations of this Lease on Lessee's part to be observed and kept, shall lawfully, peaceably and quietly hold, occupy and enjoy the Leased Premises and all other rights and privileges granted herein, without hindrance, eviction or molestation by Lessor.

6.02. Authority to Execute. Each of Lessee and Lessor represent and warrant to the other that it has the full corporate power and authority to enter into and perform this Lease, and that the persons signing on behalf of Lessee and Lessor are vested with the authority to do so.

6.03. Title to Leased Premises. Lessor hereby represents and warrants that it owns good and marketable title in fee simple to all of the real property and improvements constituting the Leased Premises. Lessor further covenants to comply, during the Term, with all applicable restrictions upon the real property comprising the Leased Premises which run with the land, whether or not contained in any deed in the chain of title. Lessor further covenants to validly maintain, at no cost or expense to Lessee, at all times during the Term a valid easement, license or other real property right which would entitle Lessor to maintain any and all portions of the Antenna Site (including, without limitation, the guy wires therefor) on any real property not constituting any portion of the Antenna Site but upon which the Antenna Site encroaches as of the date hereof.

## 7. PERMITS

7.01. Permits. Lessee shall obtain, at its own expense, any and all necessary licenses or permits (including building permits) from such governmental authorities as shall have jurisdiction in connection with the construction, installation, repair, alteration or replacement of Lessee's Property or with any of its activities thereon or contemplated by this Lease, shall furnish Lessor with copies of same, and shall make commercially reasonable efforts to abide by the terms and provisions of such licenses and permits.

## 8. MAINTENANCE OF LEASED PREMISES AND LESSEE'S PROPERTY

### 8.01. During Term of Lease.

(a) Lessee, at its own cost and expense, shall maintain and repair its equipment, transmission lines, transmitters and other equipment. All such maintenance shall be conducted by Lessee in accordance with good engineering standards and in conformity with the requirements of the FCC or any other body having jurisdiction over Lessee and its property,

including, without limitation, any rules, regulations, procedures or guidelines of the FCC and the National Environmental Policy Act of 1969, as amended from time to time, pertaining to electromagnetic or radio frequency radiation. Lessee shall take all commercially reasonable precautions to avoid interference or hindrance to and with the operations of Lessor or any other lessee or user of the Antenna Site or any other broadcaster.

(b) Lessor shall maintain and make all necessary repairs (both structural and non-structural) to the Antenna Site in conformance with standards applicable to similar radio transmission sites of similar capacity and size. Lessor may, upon giving reasonable prior notice to Lessee, enter the Leased Premises for the purposes of inspection. In the event that Lessor, in its reasonable opinion, determines in good faith that Lessee has not maintained Lessee's Property and equipment in good order and repair according to industry standards or applicable building code requirements, and that such repairs are necessary for the safety of the Tower, Lessor may enter any portion of the Leased Premises and make such emergency repairs to the property as it deems reasonably necessary, provided that Lessor shall make a reasonable effort to provide prior notice of such entry to Lessee, and any amount expended by Lessor therefor shall be reimbursed to it by Lessee within 10 days upon presentation of a statement and any additional evidence of such expenditures requested by Lessee and shall be deemed additional rent hereunder.

(c) With respect to the non-emergency repairs which Lessor reasonably determines that Lessee should make to maintain Lessee's Property, Lessor shall so notify Lessee in writing, specifying the maintenance and repairs required to be performed by Lessee. In the event that within thirty (30) days following such written notice, Lessee shall not have (i) performed such maintenance and repairs or, (ii) commenced such work if such work is not reasonably susceptible of completion within thirty (30) days, Lessor shall make such repairs to

the property as it deems reasonably necessary and any amount expended by Lessor therefor shall be reimbursed to it by Lessee within 10 days upon presentation of a statement and any additional evidence of such expenditures requested by Lessee and shall be deemed additional rent hereunder. Provided that (i) Lessee makes commercially reasonable efforts to minimize inconvenience, disturbance, loss of business or other damage to Lessor or any other tenant or user of the Leased Premises, Lessee shall not be liable for inconvenience, disturbance, loss of business or other damage to Lessor or any other tenant or user of the Leased Premises by reason of repairing the Leased Premises.

(d) No work (including electrical work) will be performed by Lessee or others in connection with the installation, alteration, or removal of any of Lessee's equipment or utilities serving the Leased Premises and the transmission lines on the Tower unless the Lessee submits to Lessor a copy of the proposed contract and detailed plans and specifications of the work to be done, and both the contract and the plans and specifications have been reasonably approved, in writing and in advance, by Lessor.

(e) No work may be performed on the Tower (including any climbing of the Tower by any person) without the prior written approval of the Lessor, except in an emergency, in which case Lessee shall make reasonable efforts to contact and obtain the approval of Lessor, which approval Lessor shall not unreasonably withhold, condition or delay.

(f) All work by or on behalf of Lessee shall be carried out (i) in a good and workmanlike manner; (ii) in accordance with established engineering standards and public ordinances, rules and regulations applicable to such work, including, without limitation, any rules, regulations, procedures or guidelines of the FCC implementing the National Environmental Policy Act of 1969, as amended from time to time, pertaining to electromagnetic

or radio frequency radiation; and (iii) in accordance with plans and specifications, including mechanical and electrical drawings, which have been submitted to and approved, in writing and in advance, by Lessor.

(g) Lessee shall not permit any lien for materials or services provided to the Leased Premises to attach to Lessor's Property. In the event that any lien shall be filed against any part of the Antenna Site for work claimed to have been done or materials claimed to have been furnished to Lessee, the same shall be discharged or handed over by Lessee within thirty (30) days thereafter at Lessee's expense, and if Lessee shall fail to take such action as shall cause such lien to be discharged within thirty (30) days, Lessor may, at its option, discharge the same or substitute a bond therefor. Any amount paid or expense incurred or sum of money paid by Lessor (including reasonable attorneys' fees) by reason of the failure of Lessee to comply with the foregoing provisions of this paragraph, or in defending any such action, shall be paid to Lessor by Lessee, and shall be treated as additional rent hereunder.

8.02. Surrender. At the expiration or termination of this Lease, Lessee shall promptly surrender possession of the Leased Premises to Lessor in similar condition as the same were received at the commencement of the term, reasonable wear and tear excepted.

8.03. Site Access and Control. Lessor agrees to conform, and to cause other occupants of the Antenna Site, to comply with applicable federal and state and local regulations, including Federal Aviation Administration and Federal Communications Commission regulations as they apply to the operation of broadcasting stations whose facilities produce non-ionizing radio emissions. Lessor will permit the installation of signs by Lessee warning of radiation levels from its facility at appropriate levels on or within the Tower so as to be clearly visible by climbing personnel. Lessor will take all reasonable steps to prevent unauthorized

parties from entering the Leased Premises. Lessor will provide a procedure for alerting Lessee by telephone of those seeking to gain access to the Leased Premises if such entrance is sought by persons other than those which appear on Lessee's list of authorized persons. Lessor will consult with Lessee's engineers regarding any substantial change to the Antenna Site which affects the Tower or service, which change shall require Lessee's consent.

8.04. Access to the Site for the Purposes of Program Services and Time Brokerage Agreement. So long as the Program Services and Time Brokerage Agreement dated as of August 26, 1992, as amended (the "TBA") shall be in effect, Lessor and Lessee hereby covenant to provide OCEAN COMMUNICATIONS with reasonable access to the Leased Premises in order for OCEAN COMMUNICATIONS to perform all of its obligations as "Licensee" under the TBA with respect to the Station.

## 9. USE AND MAINTENANCE OF COMMON PREMISES

9.01. Use of Common Premises. Lessee shall have the right to use in common with Lessor and its licensees, invitees and other tenants or users, and in connection with Lessee's permissible activities and operations (a) any existing access road or other right-of-way on the Antenna Site from a public street to the Tower and (b) any parking lot and walkways existing on the Antenna Site as of the date of this Agreement.

9.02. Maintenance of Property. Lessor shall maintain the Tower and any of Lessor's Property that Lessee is entitled to use or occupy in common with others in good repair. Lessor assumes the obligation and responsibility for complying with the requirements contained in 47 C.F.R. §17.21 et seq. of the FCC rules and regulations regarding obstruction, marking and lighting of the Tower, subject to FCC approval pursuant to 47 C.F.R. §73.1213.

In the event that Lessor determines that repairs, alterations or improvements are necessary or desirable to the Tower, Lessor's Building, or any other building constructed by Lessor or others on the Antenna Site, any common areas, or the spaces of other tenants or users, Lessor may, upon reasonable notice (except for emergency situations), close entrances, doors, common areas, drive-ways, rights-of-way, service areas, parking areas or any other facilities at its discretion without being liable to Lessee. The closing of entrances, doors, common areas, parking areas, or other facilities for the making of the repairs, alterations or improvements described herein shall, under no circumstances, constitute a constructive eviction of Lessee or be grounds for termination of this Lease or the withholding of any rent payments or other payments or performances required to be paid or made by Lessee under the terms hereof. Provided Lessor performs any such repairs, alterations or improvements as expeditiously as possible and in a manner to minimize any loss or damage to Lessee, Lessee shall not be entitled to compensation for any loss or damage it may sustain by reason of such work.

#### 10. ALTERATIONS BY LESSEE

Lessee shall have the right, at its own expense, to make such changes and alterations to Lessee's Property situated at the base of the Tower or on the Leased Premises, subject to Paragraph 8.01 and Paragraph 11 hereof, as its operations may require, including the renovation, replacement or removal of Lessee's Property; provided, however, that such changes or alternations conform with recognized engineering standards and, if necessary, have been approved by the FCC and any other authority having jurisdiction over Lessee; and provided further, that plans and specifications are first submitted to and approved, in writing and in advance, by Lessor, which approval Lessor shall not unreasonably withhold, condition or delay.

## 11. INTERFERENCE

11.01. Interference with Lessor or Other Lessees. Should any change in the installation, operation, facilities or mode of operation of Lessee's operations from the Leased Premises commenced from the date hereof (but not including the subsequent installation, operation or modifications of subsequent lessees at the Antenna Site) or Lessee's failure to comply with the Maintenance Standards, as defined in Paragraph 11.03, cause a material adverse effect to the operations of or any materially objectionable electrical or physical interference to the broadcasting operations or other permitted operations of any incumbent users' operations at the Antenna Site, then, immediately upon notification of such interference, Lessee, at its sole expense, will take such steps as may be required to correct such material adverse effect or interference (subject to Lessee's Priority Rights granted hereunder); provided that if such interference is caused by the failure of the party suffering the interference to comply with the Maintenance Standards, as defined in Paragraph 11.03, then the party suffering the interference will, at its sole expense, comply with such Maintenance Standards.

11.02. Interference with Lessee. Should the subsequent installation, operation or any change in the facilities or mode of operation of Lessor's or any subsequent users' operations from the Antenna Site commencing on the date hereof, or Lessor's (but not including the pre-existing installation, operation or modification of pre-existing users at the Antenna Site) or other user's failure to comply with the Maintenance Standards, as defined in Paragraph 11.03, cause a material adverse effect to the operations of or any materially objectionable electrical or physical interference to the broadcasting operations or other permitted operations of Lessee hereunder, then, immediately upon notification of such interference, Lessor or such other lessee, as the case may be, at its sole expense, will take such steps as may be required to correct such

material adverse effect or interference; provided that if such interference is caused by the failure of Lessee to comply with the Maintenance Standards, as defined in Paragraph 11.03, then the Lessee will, at its sole expense, comply with such Maintenance Standards (subject to Lessee's rights of Priority Rights granted hereunder). If any other lessee or user shall continue causing such interference or adverse affect for more than thirty-six (36) hours following notice from Lessor, then Lessor shall cause such lessee's interfering operations to cease.

11.03. Definition of "Maintenance Standards". For the purposes of this Lease, compliance with "Maintenance Standards" shall mean that a tenant or user of the Antenna Site shall: (a) maintain and operate its equipment in accordance with the requirements, rules, regulations, procedures and guidelines of the FCC and the standards of manufacturers of the equipment including, without limitation, any rules, regulations, procedures or guidelines of the FCC implementing the National Environmental Policy Act of 1969, as amended from time to time, pertaining to electromagnetic or radio frequency radiation; (b) maintain and operate its equipment in accordance with good engineering practice; (c) employ "state of the art" equipment (although "state of the art" equipment shall not be construed necessarily to require the use of the most recent technical innovations); and (d) Lessee agrees and acknowledges that, in conjunction with other broadcast and/or telecommunication entities which may transmit from the Antenna Site, if necessary and upon seven days notice, Lessee shall reduce power or terminate its operations to prevent possible overexposure of workers to RF radiation. In the event of an emergency, Lessor shall endeavor to provide twenty-four (24) hours notice prior to requiring Lessee to reduce power or shutdown operations. Notwithstanding anything to the contrary herein, in the event that workers need to climb the Tower on Lessee's behalf for any purpose including, without limitation, for the purposes of repair or maintenance of or alteration to,

Lessee's property, Lessor shall require its other licensees, invitees, tenants and users to comply with any power reductions or terminations of transmissions reasonably requested by Lessee in order to ensure the safety of its workers.

## 12. INSURANCE

12.01. Public Liability. Lessee shall procure and maintain comprehensive public liability insurance, naming Lessor as an additional insured as its interests shall appear, covering all of the Lessee's operations and activities on the Leased Premises, including, but not limited to, the operations of contractors and subcontractors and the operation of vehicles and equipment, with limits of liability of not less than Two Million Dollars (\$2,000,000.00) for injury to or death of one person in any occurrence, not less than Two Million Dollars (\$2,000,000.00) for injury to or death of more than one person in any occurrence, and not less than Two Million Dollars (\$2,000,000.00) to cover property damage, with a liability umbrella of not less than Five Million Dollars (\$5,000,000.00). Certificates evidencing such insurance shall be furnished to Lessor upon its request. Commencing on the Commencement Date, the amounts specified hereunder may be revised from time to time to such amounts as Lessor may reasonably require upon the advice of its insurance consultants. Lessor shall provide advance written notice to Lessee of any required increase or change to Lessee's insurance.

12.02. Contractor Liability. Lessee also shall cause the contractors erecting, installing or maintaining Lessee's Property or performing any other work for Lessee on the Antenna Site to procure reasonable public liability insurance acceptable to Lessor, but in no event less than the amounts required of Lessee hereunder. Certificates evidencing such insurance shall be furnished to Lessor in advance of any work being performed.

12.03. Tower Insurance. Lessor shall procure and maintain physical damage insurance on the Tower in an amount sufficient to repair or replace the Tower, with such coverage to be on an “All Risk” basis, including coverage (if available) for the perils of fire, lightning, windstorm, hail, flood, earthquake, collapse, explosion, aircraft and vehicle damage, vandalism, malicious mischief, riot and civil commotion. Certificates evidencing such insurance shall be furnished to Lessee upon its request. Lessor’s coverage shall not extend to any of Lessee’s Property, and Lessee shall be solely responsible for its insurance on such equipment and personal property, together with business interruption insurance.

12.04. Casualty. In the event that the Tower is destroyed or damaged by fire, lightning, windstorm, flood, earthquake, explosion, collapse, aircraft or other vehicle damage or other casualty, Lessor may elect to reconstruct or repair the Tower and give possession to Lessee of substantially the same space leased hereunder. Lessor shall not be obligated to replace or restore the Tower if insurance proceeds are insufficient to cover any such reconstruction or repair. Lessee will be afforded the right, at Lessee’s sole cost and expense, to install temporary facilities pending repairs, provided that such temporary facilities do not interfere in any way with the construction, rebuilding or operation of Lessor’s facilities. No monetary or other rent shall be due pursuant to the terms of this Lease for such time as Lessee is unable to conduct its broadcasting activities from the Antenna Site without significant diminution of signal quality as a result of such total or partial destruction or damage or need of repair, and Lessor shall refund to Lessee any rent paid in advance, calculated pro-rata for any such time that Lessee is unable to continue its broadcast operations as provided herein. Should Lessor not replace or repair the Tower within six (6) months of the date of destruction, then Lessee, upon thirty (30) days’ written notice to Lessor, may (i) elect to terminate this Lease, or (ii) elect to purchase Lessor’s

right, title and interest in and to the Tower and the Antenna Site at the fair market value determined by an appraiser jointly selected by Lessor and Lessee, with the costs of such appraiser being split equally between Lessor and Lessee; provided, however, that any such appraiser shall determine the fair market value based on the then existing condition of the Tower and Antenna Site. Lessee agrees that it shall maintain adequate business interruption insurance at all times during the term of this Lease to adequately protect it from any interruption of signal activities due to Tower damage (including costs or re-installation of its equipment and lines), and Lessor shall have no liability on account of such business interruption or re-installation costs due to damage or destruction under this Paragraph.

### 13. EMINENT DOMAIN

In the event that Lessor's Building, all of the Antenna Site (or any portion of the Antenna Site necessary for the Tower, guy wires or other appurtenances necessary to Lessee's broadcasting operations) is taken pursuant to eminent domain proceedings, this Lease shall be terminated as of the date of vesting in the condemning authority. Lessor shall be entitled to the entire condemnation award. Lessee may prosecute a separate claim and recover from the condemning authority an award for Lessee's moving expenses, business dislocation expenses, Lessee's personal property and fixtures and the unamortized costs of leasehold improvements paid by Lessee, and all other rights in equity to which Lessee is otherwise entitled. If only the Tower is taken, and possession of the underlying land is retained by Lessor, and if Lessor elects to build a new tower as a replacement for the Tower, Lessor agrees to provide space on the new tower reasonably comparable to the space leased to Lessee pursuant to this Lease on terms reasonably equivalent to the terms of this Lease provided, however, that Lessee shall be under no obligation to accept any space provided by Lessor. In the event that this Lease is terminated due

to a taking, then Lessee shall be relieved of any further obligations to make any rent payments or performances for any period after the date of such termination of this Lease, subject to offset or withholding by Lessor to cover any unpaid additional rent or other authorized charges which may be owed through the date of termination, Lessee shall be entitled to a refund of any rent prepaid for any period following the date of termination.

#### 14. SUCCESSORS AND ASSIGNMENT

14.01. Successors. All rights and liabilities herein given to or imposed upon the respective parties hereto shall, to the extent that such are assignable pursuant to the provisions of Paragraph 14.02, below, extend to, bind and inure to the benefit of the parties and their respective successors and assigns.

14.02. Lessor's Assignment. Lessor may not assign or transfer this Lease or its obligations hereunder without the prior consent of Lessee, which consent shall not be unreasonably withheld, provided that Lessor shall have provided no less than thirty (30) days' prior written notice of the proposed assignment or transfer with details of the identity of the proposed assignee and its principals; provided, however, that an entity controlled by Rick Brancadora shall be deemed to be pre-approved by Lessee for the purposes of Lessee's approval hereunder. As a condition of any assignment or transfer, Lessor shall execute and have the assignee execute an assignment and assumption agreement substantially in the form attached hereto as Exhibit C. Any assignment or transfer contrary to the provision of this section shall be null and void.

14.03. Purchase Obligation. Notwithstanding anything to the contrary herein, Lessor and Lessee agree that on later to occur of (i) October 31, 2004 and (ii) the date (the "Closing Date") of the closing of the purchase by Lessee or its affiliates from Lessor or its

affiliates of the FCC licenses and certain other assets pertaining to the Station pursuant to an Asset Purchase Agreement dated as of even date herewith, Lessee shall purchase the Leased Premises from Lessor for \$1.00, pursuant to the provisions contained in this Section 14.03, if OCEAN COMMUNICATIONS shall not have validly assigned this Lease pursuant to the provisions of Section 14.02 herein. Lessor and Lessee shall close the purchase of the Leased Premises within 10 days after the occurrence of the later of October 31, 2004 or the Closing Date, as the case may be (the "Purchase Date"). On the Purchase Date, Lessor shall promptly make, execute or endorse, and acknowledge and deliver or file or cause the same to be done, all documents presented to Lessor by Lessee and take all such other action(s), as Lessee shall request in order to effectuate the transfer to Lessee on the Purchase Date of good and marketable title in fee simple to all of the real property and improvements constituting the Leased Premises, including, but not limited to, delivery to Lessee of (i) a Bargain and Sale Deed in the form attached hereto as Exhibit D, (ii) a FIRPTA Affidavit in the form attached hereto as Exhibit E pursuant to Section 1445(b)(2) of the Internal Revenue Code of 1986 (the "Code"), and on which Lessee is entitled to rely, that Lessor is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code, (iii) a Certificate in the form attached hereto as Exhibit F, (iv) an assignment of all leases and contracts relating to the Premises entered into by Lessor, including that certain Rental Agreement dated December 10, 2000 by and between Lessor and Enrico S. Brancadora (the "Brancadora Lease"), (v) a tenant estoppel certificate from the tenant under the Brancadora Lease to the effect that the Brancadora Lease is in full force and effect, that there are no defaults thereunder and confirming the rental payable pursuant thereto, and (vi) originals of all documents in Lessor's possession which pertain to the Premises.

Lessor and Lessee shall reasonably co-operate to determine any closing adjustments and apportionments as of 12:01am on the Purchase Date in a customary manner for closings of real estate in New Jersey. Lessor and Lessee shall reasonably co-operate in order to determine whether provisions of the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., (“ISRA”) are applicable to the Premises and Lessor shall make reasonable efforts to obtain either a Letter of Non-Applicability or a No Further Action Letter, as applicable, from the New Jersey Department of Environmental Protection.

14.04. Lessee’s Assignment on Encumbrance. Lessee may assign this Lease without the consent of Lessor to any purchaser of the radio station license and radio station assets or any entity that operates the radio station pursuant to a Local Marketing Agreement or similar arrangement. In addition, Lessee may collaterally assign this Lease to any lender of Lessee and/or may mortgage or otherwise encumber its leasehold interest.

#### 15. LESSEE’S RIGHT TO REMOVE PROPERTY IN EVENT OF TERMINATION

Provided that a Default by Lessee shall not have occurred and be continuing, in the event either party elects to terminate this Lease in accordance with the provisions herein or at the expiration of the term hereof, Lessee shall have the right to remove Lessee’s Property, except for any property attached to the Antenna Site that cannot be removed without causing damage beyond a *de minimis* amount. It is specifically understood and agreed that Lessee’s transmitters, transmission line and similar broadcasting equipment shall be deemed personal property of Lessee and may be removed at Lessee’s sole expense from the Leased Premises, within ninety (90) days of such termination. Such removal shall be conducted in accordance with Paragraph 8.01 hereof. Lessee shall repair any and all material damage caused by such removal.

#### 16. DEFAULT AND TERMINATION

16.01. Definition of Default. The following shall constitute an event of default by Lessee (“Default”): (i) failure to make any rent or other payment herein provided for, continuing for a period of thirty (30) days after written notice thereof to Lessee; and (ii) failure to perform any material obligation, covenant or agreement of Lessee as provided herein (excepting any obligation for the payment of rent or other fees as provided in (i), above), continuing for a period of forty-five (45) days after written notice thereof to Lessee; provided, however, that if such failure is of a nature such that it cannot be cured by the payment of money and if such failure requires work to be performed, acts to be done or conditions to be removed which cannot by their nature, with due diligence, be performed, done or removed, as the case may be, within such 45-day period and Lessee shall have commenced to cure such failure within such 45-day period, such period shall be deemed extended for so long as shall be required by Lessee in the exercise of due diligence to cure such failure, but in no event shall such 45-day period be so extended to be a period in excess of ninety (90) days.

16.02. Lessor’s Termination Rights. Upon such Default, Lessor may, at its option, terminate this Lease and declare all amounts due or to become due hereunder immediately due and payable and Lessor’s agents and servants may after such period or at any time thereafter, re-enter the Leased Premises by summary proceedings or otherwise pursuant to the law, and remove all persons and property therein, without being liable to indictment, prosecution or damage. Lessor may, in addition to any other remedy provided by law or permitted herein, at its option, re-let the Leased Premises (or any part thereof) on behalf of Lessee, applying any moneys collected first to the payment of expenses of resuming or obtaining possession, and second to the payment of costs of placing the premises in rentable condition, including any leasing commission, and third to the payment of rent due hereunder, and any other

damages due to the Lessor. Any surplus remaining thereafter shall be paid to Lessee and Lessee shall remain liable for any deficiency in rent, the amount of which deficiency shall be paid upon demand to Lessor.

Should Lessor re-enter and terminate according to the provisions of this subparagraph, Lessor may remove and store the Lessee's Property at the expense and for the account of Lessee.

16.03. Lessee's Termination Right. Lessee may at any time and for any reason, upon ninety (90) days prior written notice to Lessor, terminate this Lease and upon the effective date of such termination Lessee shall (i) surrender possession of the Leased Premises, and (ii) be released from any and all further obligations under this Lease.

## 17. INDEMNIFICATION

Lessee agrees to indemnify and defend Lessor against any claim for damages, losses, liabilities, costs or expenses, including reasonable attorneys' fees, arising under (a) any breach by Lessee of its warranties, representations, covenants or any other obligation under this Lease; (b) the use, management or occupancy of the Leased Premises by Lessee, its agents or invitees; (c) any act, omission, negligence or fault of Lessee, its agents, servants, employees, licensees or invitees; (d) failure of Lessee to comply with any laws, statutes, ordinances or regulations and (e) failure to maintain equipment in proper working order.

Lessor agrees to indemnify and defend Lessee against any claim for damages, losses, liabilities, costs or expenses, including reasonable attorneys' fees, arising under (a) any breach by Lessor of its warranties, representations, or covenants under this Lease; (b) the use, management or occupancy of the Leased Premises by Lessor, its agents or invitees (but

specifically excluding other tenants and users of the site); (c) any act, omission, negligence or fault of Lessor, its agents, servants, employees or invitees (but specifically excluding other tenants and users of the site); (d) failure of Lessor to comply with any laws, statutes, ordinances or regulations; (e) Lessor's failure to reasonably maintain the Tower or the Antenna Site (except to the extent it complies with the other provisions of this Lease relating to maintenance, repairs and replacements); and (f) Lessor's failure to comply with any of its other obligations under the terms of this Lease.

Any party seeking indemnification hereunder ("Indemnified Party") shall provide the other party ("Indemnifying Party") reasonably prompt notice of a claim invoking this contract of indemnity and the Indemnifying Party shall have the right and opportunity to undertake the legal defense of such claims. The Indemnified Party and its counsel may nevertheless participate in (but not control) such proceedings, negotiations or defense at its own expense. In all such cases, the Indemnified Party will give all reasonable assistance and cooperation to the Indemnifying Party, including making the Indemnified Party's employees and documents available as reasonably requested without charge.

#### 18. ESTOPPEL CERTIFICATE, ATTORNMENT AND SUBORDINATION

18.01. Estoppel Certificate. Within ten (10) days after Lessor's request, Lessee shall deliver, executed in recordable form, a declaration to any person designated by Lessor: (a) ratifying this Lease; (b) stating the Commencement Date and termination date; and (c) certifying (i) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated), (ii) that all conditions under this Lease to be performed by Lessor have been satisfied (stating exceptions, if any), (iii) that no defenses or offsets against the enforcement of this Lease by Lessor exist (or stating

those claimed), (iv) advance rent, if any, paid by Lessee, (v) the date to which rent has been paid, (vi) the amount of security deposited with Lessor (if hereafter applicable for any reason) and (vii) such other information as Lessor reasonably requires. Any lender or other persons receiving such estoppel certificate shall be entitled to rely upon such as a true and complete statement of the matters contained therein.

18.02. Attornment. In the event of a permitted sale or assignment or transfer of Lessor's interest in the Leased Premises, Lessee shall attorn to any such transferee and recognize the same as landlord hereunder, provided that such transferee shall have executed an assignment and assumption agreement substantially in the form attached hereto as Exhibit B. Lessee shall execute at Lessor's request any attornment agreement reasonably required by such transferee containing such provisions as such mortgagee or other person reasonably requires.

18.03. Subordination of Lease. It is agreed that the rights of Lessee hereunder shall be and remain subordinate to the lien of any mortgage, security interest or other encumbrance currently or subsequently attaching to the Antenna Site, provided any such lender shall have executed a non-disturbance agreement reasonably satisfactory to Lessee. Lessee shall execute a subordination agreement within thirty (30) days of request, with any such holder of a security interest or encumbrance, provided that such agreement contains a non-disturbance provision in favor of Lessee and such agreement shall be otherwise reasonably satisfactory to Lessee.

## 19. MISCELLANEOUS

19.01. Relationship of Parties. Nothing contained herein and no acts of the parties herein shall be deemed or construed as creating any relationship between the parties hereto other than the relationship of lessor and lessee.

19.02. Governing Law. This Lease shall be governed and construed and enforced in accordance with the laws of the State of New Jersey.

19.03. Captions. The captions contained in this Lease are included solely for convenience and shall in no event affect or be used in connection with the interpretation of this Lease.

19.04. Amendments. This Lease only may be amended or modified as may be agreed upon by written instrument executed by the parties hereto.

19.05. Interest and Attorney's Fees. All sums becoming due or payable under this Lease, including all money expended pursuant to the provisions hereof or on account of any default in the performance and observance of any agreements or covenants herein, shall bear interest at the rate of twelve percent (12%) per annum (or at such lesser rate which is the maximum permitted by applicable law) from thirty (30) days after the date such sums become due or payable or, in the event one of the parties expends money because of a default by the other, from thirty (30) days after the date the defaulting party receives written notice that such money was expended. The prevailing party shall be entitled to its reasonable attorneys' fees to collect any payment or to compel any performance ultimately held to be due under the provisions of this Lease.

19.06. Brokers and Third Parties. Each party represents that it has not had dealings with any real estate broker, or other person who may claim a commission or finders' fee, with respect to this Lease in any manner. Each party shall hold harmless the other party from all claims that may be asserted by any broker, finder, or other person seeking a commission or other fee in connection with this Lease.

19.07. Notices. Any notices or other communications hereunder shall be in writing addressed to, and shall be effective when delivered in person or mailed by certified mail, return receipt requested, to these addresses, or to such other persons and addresses as may be specified from time to time in writing pursuant to the terms of this subparagraph:

If to Lessor: Ocean Communications  
511 6th Avenue, Suite 213  
New York, NY 10011  
Attn: Steven L. Sinn  
Fax: (201) 239-2315

With a copy to: Venson & Elkins L.L.P.  
The Willard Office Building  
1455 Pennsylvania Ave., N.W.  
Washington, D.C. 20004-1008  
Attn: Mark Lipp, Esq.  
Fax: (202) 879-8971

If to Lessee: Millennium Atlantic City Asset Holdco, LLC  
c/o Millennium Radio Group, LLC  
Princeton Pike Corporate Center  
993 Lenox Drive, Suite 200  
Lawrenceville, NJ 08648  
Attn: James P. Donahoe  
Facsimile: (609) 219-7483

With copies to: Millennium Radio Group, LLC  
220 Northpointe Parkway, Suite D  
Amherst, NY 14228  
Attn: Charles W. Banta  
Facsimile: (716) 639-8782

and Kaye Scholer LLP  
425 Park Avenue  
New York, NY 10022-3598  
Attn: William E. Wallace, Jr., Esq.  
Fax: (212) 836-7152

19.08. Waiver. It is agreed that the waiver of any of the covenants or provision of this Lease by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

19.09. Accord and Satisfaction. No receipt of money by Lessor after the termination of this Lease or after the service of any notice or after the commencement of any suit reinstates, continues, or extends the term of this Lease or affects any such notice or suit, or shall constitute satisfaction of any unpaid sum hereunder.

19.10. Limitation of Liability. Except for each party's gross negligence, willful misconduct or breach of this Lease, neither party shall be liable or responsible to the other party or to anyone claiming under or through such other party for any loss or damage caused by the acts or omissions of any other tenants or any other users of the Tower or Antenna Site, or for any loss or damage caused by fire, water, bursting pipes, leaking gas, sewage, steam pipes, drains, ice or other materials falling from the Tower or the malfunction of any utility, facility or installation, or by reason of any other existing condition or defect in the Leased Premises; nor shall either party be liable or responsible to the other party for any injury or damage suffered by such other party and allegedly caused by technical interference with the other party's operations, by the activities of any other tenants or users of the Tower and Antenna Site, or any other broadcasters (providing that Lessor or Lessee, as applicable, has taken any remedial steps required to be taken by such party pursuant to the terms of this Lease). Except for each party's own acts of gross negligence, neither party shall be liable to the other, or to any other person for property damage or personal injury, including death (except as otherwise provided in Sections 12.01 and 12.02 herein), and then such party shall be liable only to the extent of repairing any property of the other party which may have been damaged. Neither party shall be liable under any

circumstances for loss of use, loss of sponsorship or advertising revenue, or any other consequential damages sustained by the other party.

19.11. Partial Invalidity. The invalidity of any provision, clause or phrase contained in this Lease shall not serve to render the balance of this Lease ineffective or void; and the same shall be construed as if such had not been herein set forth.

19.12. Documentary Stamps. Lessor and Lessee shall bear equally the cost of documentary stamps (if any) occasioned by this Lease.

19.13. Rules and Regulations. Lessor may from time to time issue such rules and regulations in connection with Lessee's use and occupancy of the Leased Premises in writing which it may consider necessary and desirable. Lessee agrees to abide by such rules and regulations so long as they do not unreasonably interfere with Lessee's use and occupancy of the Leased Premises or conflict with this Lease.

19.14. Force Majeure. Neither party shall assume responsibility for any losses or damages caused by acts of God, including, but not limited to, wind, lightning, rain, ice, earthquake, floods, or rising water, or by aircraft or vehicle damage. Neither party furthermore assumes any responsibility for losses or damages caused by any person other than employees of such party, except as otherwise provided in Section 12.01 and 12.02 herein. In the event that either party shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of acts of God (including, but not limited to, wind, lightning, rain, ice, earthquake, flood or rising water), aircraft or vehicle damage or other casualty, unforeseen soil conditions, acts of third parties who are not employees of Lessor or employees or contractors/subcontractors of Lessee, strikes, lock-outs, labor troubles, inability to procure material, failure of power, governmental actions, laws or regulations, riots, insurrection, war or

other reasons beyond its control, then the performance of such act shall be excused for the period of delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

19.15. Entire Agreement. This Lease, together with its Exhibits, constitutes and sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous offers, negotiations and agreements (whether oral or written) between the parties (or any of their related entities) concerning the subject matter of this Lease.

19.16. Restoration Work and Purchase Option. Provided that OCEAN COMMUNICATIONS is not the Lessor hereunder, Lessor shall, at its sole cost and expense, perform the reconstruction work consisting of repair or replacement of the plate joining the two tower sections, re-guying of the tower and repair or replacement of the lighting system (the "Restoration Work") upon the Antenna Site with reasonable diligence commencing on and from the date on which OCEAN COMMUNICATIONS assigns or otherwise transfers its interests in this Lease to Lessor in accordance with Section 14 hereof, including, making arrangements with relevant architects, engineers and/or contractors for plans and specifications for submission to Lessee for approval, which approval shall not be unreasonably withheld. If Lessor shall not have completed, to the reasonable satisfaction of Lessee, the Restoration Work prior to the first anniversary of the Commencement Date then Lessee shall send a notice to Lessor (the "Restoration Completion Notice"). Upon receipt of the Restoration Completion Notice, Lessor shall have a period of sixty (60) days to complete the Restoration Work to Lessee's reasonable satisfaction. If Lessor shall not have completed the Restoration Work pursuant to the approved plans and specifications therefor within sixty days of receiving the Restoration Completion

Notice, Lessee shall have an option to purchase the Leased Premises from Lessor for \$50,000 exercisable upon 10 days prior written notice of the proposed date of such transfer (the “Transfer Date”). Upon being notified of Lessee’s intention to exercise its purchase option hereunder, Lessor shall promptly shall make, execute or endorse, and acknowledge and deliver or file or cause the same to be done, all documents presented to Lessor by Lessee and take all such other action, as Lessee shall request in order to effectuate the transfer to Lessee on the Transfer Date of good and marketable title in fee simple to all of the real property and improvements constituting the Leased Premises.

19.17. Right of First Offer. If at any time during the Term of this Lease, Lessor intends to sell the Tower and/or the Antenna Site and Lessor shall have received an offer to purchase the Tower and/or Antenna Site (an “Offer”), Lessor shall first offer the Tower and/or the Antenna Site, as the case may be, to Lessee. Such offer to Lessee shall be made in a written notice (“Offer Notice”), which notice shall designate the Tower and/or Antenna Site being offered and shall specify the price at which Lessor has received the Offer. Any such Offer Notice shall also contain a certification by Lessor as to the price specified in the Offer Notice being identical to the price specified in the Offer. Lessor shall deliver the Office Notice no less than sixty (60) days prior to the anticipated date of execution of any agreement with respect to the Offer.

Lessee may accept the offer set forth in the Offer Notice by delivering to Lessor notice of unconditional acceptance (the “Acceptance Notice”) of such offer within thirty (30) days of receipt of the Offer Notice to Lessee in which case Lessor and Lessee shall consummate such sale within sixty (60) days of Lessor’s receipt of the Acceptance Notice.

If Lessee does not accept or fails to deliver an Acceptance Notice within thirty (30) days of Lessee's receipt of the Offer Notice, Lessor shall thereafter be entitled to consummate the sale pursuant to the Offer; provided, that, in no event shall the price be less than the price specified in the Offer Notice to Lessee.

*[Signatures Follow]*

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals, as of the day and year first above written.

LESSOR

OCEAN COMMUNICATIONS

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By: Steven L. Sinn  
Its: General Partner

---

By: William Koplovitz, Jr.  
Its: General Partner

LESSEE

MILLENNIUM ATLANTIC CITY ASSET  
HOLDCO, LLC

---

By: James P. Donahoe  
Its: President and CEO

**EXHIBIT A**

**LEGAL DESCRIPTION**

BEING known as Lot 45.06, Block 567, as per a finally approved and recorded major subdivision plan prepared by Aqua-Terra, Inc., under Project No. 3-888-1, dated June 30, 1988, revised June 23, 1988 and July 11, 1988, and recorded in the Office of the Cape May County Clerk on July 26, 1988 under Filing No. 3946,

ALSO known as Lot 45.06, Block 567, on the Tax Map of Upper Township.

**EXHIBIT B**

**Description of Lessee's Equipment**

Burk ARC-16 Remote Control

Burk Relay Panel

Burk Temperature Interface

Optimod 8200

Power Systems Phase Chaser

Dielectric Antenna Switch

Equipment Rack

950 mHz STL antenna/cable

**EXHIBIT C**

**Assignment and Assumption Agreement**

[See attached]

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ (the "Assignor") and \_\_\_\_\_ (the "Assignee").

RECITALS:

WHEREAS, Assignor is the lessor under that certain Transmitter Site Lease dated as of August 24, 2004 entered into between OCEAN COMMUNICATIONS, as lessor, and MILLENNIUM ATLANTIC CITY ASSET HOLDCO, LLC, as lessee, ("Lessee"), a memorandum of which was recorded on \_\_\_\_\_ (the "Lease");

WHEREAS, Assignor desires to transfer its interests in and to the Lease to Assignee; and

WHEREAS, Assignee desires to acquire the rights and assume the duties and obligations of Assignor under the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Section 1. Assignment by Assignor. Assignor hereby gives, grants, conveys, transfers and assigns all its right, title and interest in, to and under Lease unto Assignee.

Section 2. Assumption by Assignee. Assignee hereby accepts such assignment and assumes the performance and observance of all rights, obligations, liabilities and duties, arising from and after the date hereof, of Assignor under the Lease.

Section 3. Effectiveness. This Agreement shall be binding and deemed effective when executed by all of the parties hereto.

Section 4. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties.

Section 5. Applicable Law. The parties to this Agreement hereby agree that their respective rights and duties under this Agreement shall be governed by the local law of the State of New Jersey.

Section 6. Counterparts. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the date first written above.

Witnessed or Attested by:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ASSIGNOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

**ASSIGNEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

State of \_\_\_\_\_, County of \_\_\_\_\_:s.:

I CERTIFY that on \_\_\_\_\_, 200\_\_,

\_\_\_\_\_ personally came before me and stated under oath to my satisfaction that:

- (a) this person was the subscribing witness to the signing of the attached instrument;
- (b) this instrument was signed by \_\_\_\_\_ who is \_\_\_\_\_ of \_\_\_\_\_ the entity named in this instrument, and was fully authorized to and did execute this instrument on its behalf; and,
- (c) the subscribing witness signed this proof under oath to attest to the truth of these facts.

Signed and sworn to before me on \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
(Print name of witness below signature)

\_\_\_\_\_  
(Print name below signature)

**EXHIBIT D**

**Bargain and Sale Deed with Covenant Against Grantor's Acts**

[See attached]

DEED

Prepared by (Print signer's name below signature)

This Deed is made on \_\_\_\_\_, 2004.

BETWEEN \_\_\_\_\_, a \_\_\_\_\_, and having its principal office at \_\_\_\_\_, referred to as the Grantor,

AND \_\_\_\_\_, a \_\_\_\_\_, and having its principal office at \_\_\_\_\_, referred to as the Grantee.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of One Dollar (\$1.00). The Grantor acknowledges receipt of this money.

Tax-Map Reference. (N.J.S.A. \_\_\_\_:\_\_\_\_-\_\_\_\_) Lot 45.06, Block 567, on the Tax Map of Upper Township.

Property. The property consists of the land and all the buildings and structures on the land in the Township of \_\_\_\_\_, County of \_\_\_\_\_, New Jersey. The legal description is attached hereto as Exhibit A.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

Attested by:

OCEAN COMMUNICATIONS

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: Stephen L. Sinn  
Its: General Partner

\_\_\_\_\_  
By: William Koplovitz, Jr.  
Its: General Partner

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_) SS.:

I CERTIFY that on \_\_\_\_\_, 2004, \_\_\_\_\_ personally came before me and stated under oath to my satisfaction that:

- (a) this person was the subscribing witness to the signing of the attached deed.
(b) this deed was signed by: \_\_\_\_\_ as the \_\_\_\_\_ of OCEAN COMMUNICATIONS, the entity named in this deed and was fully authorized to and did execute this deed on its behalf;
(c) this deed was made for \$1 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5); and,
(d) the subscribing witness signed this proof under oath to attest to the truth of these facts.

Signed and sworn to before me on

\_\_\_\_\_  
Notary signature and stamp

EXHIBIT A

BEING known as Lot 45.06, Block 567, as per a finally approved and recorded major subdivision plan prepared by Aqua-Terra, Inc., under Project No. 3-888-1, dated June 30, 1988, revised June 23, 1988 and July 11, 1988, and recorded in the Office of the Cape May County Clerk on July 26, 1988 under Filing No. 3946,

ALSO known as Lot 45.06, Block 567, on the Tax Map of Upper Township.

**EXHIBIT E**

**FIRPTA Affidavit**

CERTIFICATE OF TRANSFEROR  
OTHER THAN AN INDIVIDUAL  
(FIRPTA Affidavit)

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. \_\_\_\_\_ (“Transferor”) is the owner of a disregarded entity, **OCEAN COMMUNICATIONS.**, a New Jersey general partnership, which disregarded entity holds certain interests in certain real property located in the Town of \_\_\_\_\_, County of \_\_\_\_\_, State of New Jersey (the “Property”). To inform **MILLENNIUM ATLANTIC CITY ASSET HOLDCO, LLC** (“Transferee”), the transferee of certain interests in the Property, that withholding of tax is not required upon the disposition of such U.S. real property interest by Transferor, the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor’s U.S. employer identification number is 061553920;
3. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii); and
4. Transferor’s office address is 50 Water Street, South Norwalk, Connecticut 06854.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated: \_\_\_\_\_, 2004.

**OCEAN COMMUNICATIONS**, a New Jersey general partnership

\_\_\_\_\_  
By: Steven L. Sinn  
Its: General Partner

\_\_\_\_\_  
By: William Koplovitz, Jr.  
Its: General Partner

## EXHIBIT F

### LESSOR'S CERTIFICATE

**OCEAN COMMUNICATIONS**, a New Jersey General Partnership ("Seller") acknowledges that it is selling to **MILLENNIUM ATLANTIC CITY ASSET HOLDCO, LLC**, a Delaware limited liability company ("Buyer") certain property more particularly described in that certain Transmitter Site Lease dated as of \_\_\_\_\_, 2004 between Seller, as lessor, and Buyer, as lessee (the "Lease"), and that in connection therewith, Buyer may rely upon the truth and accuracy of the information, representations and warranties contained in this Certificate in purchasing the Premises. Any term used herein which is capitalized but not otherwise defined shall have the meaning set forth in the Lease.

The representations and warranties made herein shall survive the Purchase Date for a period of twelve (12) months.

Seller hereby represents and warrants to and covenants with Buyer as follows:

1. There are no condemnation, environmental, zoning or other land-use regulation proceedings, either instituted against Seller or the Premises or, to Seller's knowledge, planned to be instituted against Seller or the Premises, which would detrimentally affect the use, operation or value of the Premises, nor has Seller received notice of any special assessment proceedings affecting the Premises. Seller shall notify Buyer promptly of any such proceedings of which Seller becomes aware.
2. Seller has not received notice of any litigation pending or threatened against Seller which after the Purchase Date would adversely affect the value of the Premises and to the Seller's actual knowledge no proceedings are pending or threatened, against Seller which could or would cause the redesignation or other modification of the zoning classification of, or of any building or environmental code requirements applicable to, any of the Premises in a manner that would adversely affect the value of the Premises. Seller shall notify Buyer promptly of any such litigation of which Seller becomes aware.
3. Seller has not received written notice of any uncured violations of any law, ordinance, order or requirement of, any governmental or quasi-governmental authority affecting the Premises in any respect.
4. Seller is a general partnership, duly organized, validly existing and in good standing under the laws of the State of New Jersey. This Agreement and all documents executed by Seller which are to be delivered to Buyer for the acquisition of the Premises are and at the time of closing will be duly authorized, executed and delivered by Seller. The execution and delivery by Seller of, and the performance and compliance by Seller with, the sale of the Premises to Buyer do not violate any term, condition or provision of (i) Seller's organizational or governing documents, (ii) any judgment, order, injunction, decree, regulation or ruling, of any court or other

governmental authority to which Seller is subject, or (iii) any agreement or contract to which Seller is a party or is bound. No consent, waiver or approval by any third party which heretofore has not been obtained is required in connection with the execution and delivery by Seller of this Certificate or the performance by Seller of the obligations to be performed under the Lease with respect to the sale of the Premises to Buyer.

5. Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.
6. Seller is not insolvent under either the United States Bankruptcy Code in effect as of the date hereof.
7. Seller has not entered into any lease or occupancy agreement with respect to the Premises other than the Lease and the Brancadora Lease.
8. Seller does not own any personal property used in connection with the Premises.
9. Seller has not used the Premises, nor to the knowledge of Seller, does the Premises contain or been used for the storage, generation, manufacture or disposal of "Hazardous Substances" other than with respect to that certain underground storage tank which has been sealed in compliance with all Environmental Laws as disclosed [by that certain report \_\_\_\_\_/verbally] (the "Disclosed UST"), and there are no other underground storage tanks on the Premises other than the Disclosed UST. As used herein, "Hazardous Substances" means all materials subject to regulation under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 6901 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Toxic Substance Control Act, 15 U.S.C. 2601 et seq., or any other federal, state or local law, rule or regulation now in force or hereafter enacted relating to materials having adverse effects on human health or the environment, including, without limitation, asbestos, polychlorinated biphenyls (PCBs), petroleum products and lead-based paints. All such laws, rules and regulations relating to human health or the environment collectively are referred to herein as "Environmental Laws"

Executed as of \_\_\_\_\_, 2004.

**OCEAN COMMUNICATIONS**

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By: Steven L. Sinn  
Its: General Partner

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By: William Koplovitz, Jr.  
Its: General Partner