

## OPTION AGREEMENT

This Option Agreement (this “**Agreement**”) is made and entered into as of May 9, 2014 by and between Matrix Broadcasting, LLC, a Delaware limited liability company (together with its successors and permitted assigns, the “**Grantor**”), and Digits Companies, LLC, a Delaware limited liability company (together with its successors and permitted assigns, “**Grantee**”). Grantor and Grantee (or any permitted successor or assign of Grantor or Grantee) are referred to collectively as the “**Parties**” and each a “**Party**.”

### Premises

Grantee is party to an asset purchase agreement (the “**NM APA**”) among NextMedia Group, Inc., a Delaware corporation, and The Mile High Station Trust, LLC, a Delaware limited liability company (collectively, “**Seller**”), and Grantee for the purchase of, among other things, the licenses and other assets of two full-power radio stations licensed by the Federal Communications Commission (“**FCC**”), namely WZSR(FM), Woodstock, Illinois (Facility ID No. 53505), and WFXF(FM), Dundee, Illinois (Facility ID No. 3135) (collectively, the “**Stations**”). Pursuant to an asset purchase agreement between Grantor and Grantee dated as of October 8, 2013, (the “**Asset Purchase Agreement**”) Grantor has purchased from Grantee the right to acquire the assets relating to the Stations, and Grantee has directed Seller to assign such assets to Grantor.

On the date hereof, Grantee and Grantor have entered into a Shared Services Agreement (the “**Shared Services Agreement**”) pursuant to which Grantee agrees to provide to Grantor certain services in connection with the business and operation of the Stations.

Grantor desires to grant Grantee an option to purchase the assets relating to the Stations on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows;

#### 1. Option.

1.1 Grantor, on behalf of itself and its successors and permitted assigns, hereby gives, grants, transfers and conveys to Grantee, and its successors and assigns, the sole and exclusive right, privilege and option to purchase (the “**Option**”), on the terms and conditions hereinafter set forth, all licenses (to the extent transferable), authorizations, contracts, agreements and other tangible and intangible personal property, owned or held by Grantor or in which Grantor holds an interest, relating to the operation of the Stations including, without limitation, the assets described below (the “**Station Assets**”):

1.1.1 all of the licenses, construction permits, and other authorizations issued by the FCC for the operation of the Stations (the “**FCC Licenses**”);

1.1.2 all of the tangible personal property now owned or hereafter acquired by Grantor and used or useful in the operation of the Stations;

1.1.3 all of the intangible personal property now owned or hereafter acquired by Grantor and used or useful in the operation of the Stations, including any accounts receivable generated after the date of this Agreement, and, including, without limitation, the Stations' call letters; and

1.1.4 all of the (i) owned real property now owned or hereafter acquired by Grantor or the (ii) real property that is now or hereafter leased, subleased, or licensed, by Grantor, in each case, including any appurtenant easements, buildings, structures, fixtures and other improvements located thereon, and, in each case, that is used or useful in the operation of the Stations;

1.1.5 all of the contracts, leases and other agreements now held or hereinafter entered into and relating to the operation of the Stations.

1.2 In the event that Grantee (or any successor or assign of Grantee) exercises the Option, the Station Assets shall be assigned, transferred or conveyed by Grantor to Grantee (or its successor or assign), subject to the receipt of prior FCC consent. Such assignment, transfer or conveyance shall be by good and sufficient bill of sale and/or other documents of transfer, including, without limitation, the Option APA (as defined below), free and clear of all liens, charges, encumbrances, debts, liabilities and obligations whatsoever ("**Liens**"), other than Liens solely in favor of or created by Grantee, the Assumed Obligations (defined below), Liens for taxes not yet due and payable, statutory Liens, and any other Liens expressly identified and agreed to by Grantee and Grantor in writing (collectively, "**Permitted Liens**").

1.3 There shall be excluded from the Station Assets and, to the extent in existence upon closing under the Option APA (such closing, the "**Option Closing**"), retained by Grantor, the assets identified in Schedule 1.3 hereto (the "**Excluded Assets**"). The Excluded Assets shall remain the property of Grantor.

1.4 Upon consummation of the transactions contemplated by the Option APA and as set forth in the Option APA, Grantee (or any successor or assignee of Grantee) shall assume and undertake to pay, discharge and perform the obligations of Grantor under contracts, agreements, licenses or rights included in the Station Assets relating to the period after the Option Closing (the "**Assumed Obligations**"), including without limitation obligations of Grantor as the holder of the FCC Licenses. Under the terms of the Option APA, Grantor shall remain liable for, and Grantee will not assume or be obligated to discharge or perform, any liabilities, obligations or commitments of Grantor other than the Assumed Obligations.

1.5 Consideration for Option. This Option is granted in return for, among other consideration, the payment by Grantee to Grantor of Ten Thousand Dollars (\$10,000).

## 2. Option Period.

2.1 Period of Option. Subject to the limitations and termination provisions set forth in the Financing Arrangement (as defined herein) and ancillary agreements thereto, Grantee (or its successor or assign) may exercise the Option at any time after the date of consummation of the transactions contemplated by the Asset Purchase Agreement (such date, the “**Acquisition Closing**”) and before that date which is eight (8) years from the Acquisition Closing (such period is the “**Option Period**”); provided that, in the event of any renewal or extension of the term of the Shared Services Agreement that extends beyond the Option Period, the Option Period shall be extended so as not to terminate until the date that is six-months after the date on which the Shared Services Agreement has terminated in accordance with its terms, as amended. The Option shall continue in full force and effect in the event Grantee exercises the Option during the Option Period, but an asset purchase agreement is not executed or, if executed, such asset purchase agreement is terminated and the transactions contemplated therein are not consummated prior to the end of the Option Period. In the event that the Option Period expires prior to the delivery of an Exercise Notice by Grantee to Grantor or if this Agreement is terminated in accordance with its terms and Matrix is not in default of its obligations hereunder, Grantee shall transfer, assign and convey to Grantor, at Grantee’s sole cost, any interests it holds in owned or leased real property relating to the studio or transmitter site for WZSR(FM), and Grantor shall assume any obligations of Grantee relating to such interests.

3. Exercise of Option. Grantee (or its successor or assign) may exercise the Option by delivery of written notice of such exercise (the “**Exercise Notice**”) to Grantor. Within ten (10) business days after the determination of the Cash Purchase Price pursuant to Section 4.2, Grantor and Grantee (or its successor or assign) shall enter into an Asset Purchase Agreement in the form of Exhibit A hereto (the “**Option APA**”), it being understood that the only change to such form shall be changes, if any, in the information contained in the schedules thereto, changes required as a result of any changes in the operation of the Stations approved by Grantee prior to the exercise of the Option, subject at all times to Grantee’s exercise of control of the Stations, and the addition, if any, of schedules thereto that are reasonably required to reflect events incurring after the date hereof; provided, however, that Grantee shall not be required to accept any such change that could reasonably be expected to cause a materially adverse change in, or have a material adverse effect on, the assets to be conveyed to Grantee pursuant to the Option APA or the ability of Grantor to consummate the transactions contemplated thereby.

4. Cash Purchase Price. At the Option Closing, the **Cash Purchase Price** (as defined in Schedule 4 hereto) shall be determined as provided in Schedule 4 and all payments due to Grantor shall be paid by Grantee by federal wire transfer of same-day funds. Grantee (or its successor or assign) and Grantor shall cooperate in the determination and payment of the Cash Purchase Price.

5. Representations and Warranties of Grantor. Grantor represents and warrants to Grantee as follows:

5.1 Grantor is a limited liability company duly formed, validly existing and in good standing under the laws of the jurisdiction of its organization;

5.2 Grantor has the requisite power and authority to enter into and to perform its obligations under this Agreement;

5.3 The execution, delivery and performance of this Agreement by Grantor has been duly and validly authorized by all necessary action by Grantor, and this Agreement constitutes a valid and binding obligation of Grantor, enforceable against Grantor in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

6. Representations and Warranties of Grantee . Grantee represents and warrants to Grantor as follows:

6.1 Grantee is a limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

6.2 Grantee has the requisite power and authority to enter into and perform its obligations under this Agreement.

6.3 The execution, delivery and performance of this Agreement by Grantee has been duly and validly authorized by all necessary action by Grantee, and this Agreement constitutes a valid and binding obligation of Grantee, enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

7. Covenants of Grantor. Until the expiration of the Option Period (as the Option Period may be extended as provided herein), subject to the Shared Services Agreement, Grantor covenants to:

7.1 maintain in a normal state of repair and maintenance consistent with customary industry standards, and/or replace in accordance with customary industry practices, all machinery and equipment included in the Station Assets;

7.2 maintain insurance upon the Station Assets and with respect to the operation of the Stations in accordance with customary industry practices;

7.3 operate the Stations in all material respects in accordance with the terms of the Communications Act, as amended; the rules and regulations of the FCC; the FCC Licenses and other authorizations issued by the FCC and all other applicable statutes, ordinances, rules and regulations of governmental authorities;

7.4 from time to time, at the request of Grantee, Grantor shall give or cause to be given to the officers, employees, accountants, counsel, and representatives of Grantee: (i) access, upon reasonable prior notice, during normal business hours, to all facilities,

property, accounts, books, deeds, title papers, insurance policies, licenses, agreements, contracts, commitments, records, equipment, machinery, fixtures, furniture, vehicles, accounts payable and receivable, and inventories of Grantor related to the Stations, and (ii) all such other information in Grantor's possession concerning the affairs of the Stations as Grantee may reasonably request, provided that the foregoing does not disrupt or interfere with the business and operations of Grantor or the Stations;

7.5 not incur any indebtedness (other than indebtedness approved by Grantee and payables incurred in the ordinary course of business of the Stations), not guarantee any indebtedness and not grant any Lien with respect to the Station Assets, any of its other assets or its equity, other than Permitted Liens; and

7.6 not sell, lease or otherwise dispose of any of the Station Assets, except in the ordinary course of business consistent with past practice or in a manner that is consistent with this Agreement and the Shared Services Agreement.

7.7 Grantor shall not be deemed to have breached any of its obligations under this Section 7 as a result of any action, event, occurrence or circumstance that was or shall be caused by Grantee or any affiliate of Grantee, or that arose, or shall arise from any failure by Grantee to perform their obligations or the actions of Grantee or any affiliate of Grantee under the Shared Services Agreement.

7.8 Nothing in this Section 7 shall give Grantee any right to control the management, programming, finances, editorial policies, personnel, facilities, operations, or any other matter relating to the Stations prior to consummation of the sale contemplated upon the exercise of the Option after receipt of the required FCC consent.

8. Grantee Covenant. As of the Option Closing, Grantee or Grantee's permitted assignee will be financially, legally and otherwise qualified to be the FCC licensee of, acquire, own and operate the Stations under the Communications Act of 1934 (the "Communications Act") and the rules and regulations of the FCC, subject to any necessary rule waiver or consents of the FCC for such transfer.

9. Specific Performance. Grantor and Grantee acknowledge and agree that, due to the unique nature of the subject matter of this Agreement, Grantor or Grantee (or its successor or assign) would suffer irreparable damages in the event of a breach of this Agreement by the other, which damages could not adequately be compensated except by specific performance of this Agreement. Accordingly, without limiting any other remedy that may be available to Grantor or Grantee (or its successor or assign) at law or equity, in the event of a breach by the other party of this Agreement, it is agreed that Grantor or Grantee (or its successor or assign) shall be entitled to specific performance hereof, without any showing of actual damage or inadequacy of legal remedy, in any proceeding before a court of law with proper jurisdiction to hear the matter, which may be brought to enforce this Agreement. Grantor and Grantee hereby waive any defense that there is an adequate remedy at law for such breach of this Agreement. For purposes of clarity, notwithstanding the provisions of this Agreement or any other agreement, if an Exercise Notice is delivered in accordance with this Agreement, Grantor and Grantee shall not be entitled to raise any defense (and hereby waives any defense) that it has or may have alleging

that Grantor or Grantee is not required to consummate the transactions contemplated by such Exercise Notice, provided that nothing in this paragraph shall be construed as waiving either party's good faith objection to the calculation of the Cash Purchase Price.

10. Expenses. Except as provided herein, each Party bears its own expenses hereunder. Notwithstanding the previous sentence, Grantee agrees to reimburse Grantor for all reasonable legal fees and expenses incurred in connection with the negotiation of this Agreement and the Option APA prior to the exercise of the Option, provided that Grantee shall have no obligation to reimburse Grantor for any legal fees relating to a dispute regarding, or litigation relating to, this Agreement.

11. Further Assurances. Subject to the terms and conditions of this Agreement, each Party will use all commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement.

12. Amendment and Modification. This Agreement may be amended, modified, changed or supplemented only in writing signed by both Grantor and Grantee.

13. Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of either Party (or either Party's successors and assigns) to comply with any obligation, representation, warranty, covenant, agreement or condition in this Agreement may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of either Party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 13.

14. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally, by a nationally recognized overnight courier service (such as Federal Express) (with evidence of receipt), by facsimile transmission (with electronic confirmation of receipt) or mailed by registered or certified mail (return receipt requested and postage prepaid), to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

To Grantor:                Matrix Broadcasting, LLC  
                                  c/o Star Media Group Ltd.  
                                  5080 Spectrum Drive  
                                  Suite 609, East  
                                  Addison, Texas 75001  
                                  Attention: Peter S. Handy  
                                  Telephone: (972) 458-9300  
                                  Facsimile:

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

Lerman Senter PLLC  
2000 K Street, N.W.  
Suite 600  
Washington, DC 20006  
Attention: Sally A. Buckman  
Telephone: (202) 429-8970  
Facsimile: (202) 293-7783

To Grantee: Dignity Companies, LLC  
701 Northpoint Parkway  
Suite 500  
West Palm Beach, Florida 33407  
Attention: Dean Goodman  
Telephone: 561-616-4777  
Facsimile: 561-686-7364

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

Cooley LLP  
12099 Pennsylvania Avenue, N.W.  
Suite 700  
Washington, DC 20004  
Attention: Michael D. Basile, Esq.  
Telephone: (202) 776-2556  
Facsimile: (202) 842-7899

15. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Except as provided for herein, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by Grantor without the prior written consent of Grantee, which consent shall not be unreasonably withheld, conditioned, or delayed. Subject to obtaining the consent of Grantee, Grantor shall assign its rights and obligations under this Agreement to any successor in interest to Grantor as holder of the FCC Licenses and shall require, as a condition of such assignment or transfer, that its successor undertake to assume each and every obligation of Grantor hereunder pursuant to a written agreement reasonably satisfactory to Grantee. Grantee may assign its rights and obligations under this Agreement to any party or parties without the consent of Grantor; provided that the Option granted hereunder shall be exercised only by a party that is financially and legally qualified to hold the FCC Licenses and perform the obligations of Grantee hereunder. Upon any permitted assignment by a Party, such Party shall be relieved of all obligations or liabilities hereunder relating to the periods prior to such assignment other than obligations or liabilities arising prior to such assignment due to a breach by the assigning Party of this Agreement. This Agreement shall not be assignable separately from the Shared Services Agreement. Subject to any required FCC consents, (i) Grantee or Grantor may collaterally assign all or any of their respective rights under this

Agreement to their respective senior secured lenders or an agent on their behalf from time to time, and (ii) upon written notice by any such lender or agent to the other Party hereto, such lender or agent shall be entitled to exercise any and all rights of the applicable collaterally assigning Party hereunder.

16. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement is not intended to, and shall not, confer upon any other person except the Parties any rights or remedies hereunder.

17. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or other electronically delivered copies of signature pages to this Agreement, or any document or instrument delivered pursuant to this Agreement, shall be treated as between the Parties as original signatures for all purposes.

19. Headings. The section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement and the rights and obligations of the Parties, including the documents delivered pursuant to this Agreement, the Asset Purchase Agreement, and the Shared Services Agreement, embody the entire agreement and understanding of the Parties with respect of the transactions contemplated by this Agreement. The Schedule(s) attached to this Agreement hereto are an integral part of this Agreement and are incorporated by reference herein. This Agreement supersedes all prior negotiations, agreements and understandings between the Parties with respect to the transactions contemplated by this Agreement and all letters of intent and other writings executed prior to the date hereof relating to such negotiations, agreements and understandings.

21. Severability. In the event that the FCC determines that this Agreement does not comply with the Communications Laws (or causes any party to not comply with the Communications Laws), the parties shall negotiate in good faith and attempt to agree to an amendment to this Agreement that will provide the parties with a valid and enforceable agreement that conforms to the Communications Laws and preserves in all material respects the parties' rights, benefits and obligations under this Agreement. In the event that any of the provisions of this Agreement shall be held unenforceable, then so long as no party is deprived of the benefits of this Agreement in any material respect, the remaining provisions shall be construed as if such unenforceable provisions were not contained herein. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, the parties hereto



hereby waive any provision of law now or hereafter in effect that renders any provision hereof unenforceable in any respect.

22. Publicity. Neither Grantor nor Grantee shall make or issue or cause to be made or issued, any announcement (written or oral) concerning this Agreement or the transactions contemplated hereby for dissemination to the general public, including without limitation any press release, other media communication or public filing, without the prior consent of the other Party. This provision shall not apply, however, to any announcement, written statement of filing required to be made by law or the regulations of any federal or state governmental agency (including without limitation the FCC) or any stock exchange, except that the Party required to make such announcement or filing shall provide a draft copy thereof to the other Party hereto, and consult with and obtain the approval of such other Party concerning the timing and content of such announcement or filing (which such approval shall not be unreasonably withheld), before such announcement is made.

23. Rights Cumulative. Except as set forth herein, all rights, powers and remedies herein given to the Parties are cumulative and alternative.

24. Confidentiality. Except as otherwise required by law, neither Party shall disclose to third parties, other than its members, partners, stockholders, directors, officers, employees, attorneys and agents for purposes of performing the services contemplated hereby (who shall also be made subject to the restrictions of this section), any information, whether or not in writing, received from the other Party or its agents in the course of performing this Agreement; provided, that no information shall be deemed to be confidential that (a) becomes publicly known or available other than through disclosure by such Party; (b) is rightfully received from a third party who has no obligation of confidentiality to the other Party; or (c) is independently developed. This Section 24 shall remain in effect until one (1) year after termination of this Agreement.

25. FCC Approval. Notwithstanding any provision to the contrary herein, Grantee's rights under this Agreement are subject to the Communications Act of 1934, as amended, and the rules, regulations and published policies of the FCC. Grantor and Grantee agree to use their respective commercially reasonable best efforts to obtain any approval required by the FCC for any action or transaction contemplated under this Agreement.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO OPTION AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Option Agreement as of the day and year first written above.

MATRIX BROADCASTING, LLC

By: 

Name: Peter S. Handy

Title: Chief Executive Officer

DIGITY COMPANIES, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SIGNATURE PAGE TO OPTION AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Option Agreement as of the day and year first written above.

MATRIX BROADCASTING, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DIGITY COMPANIES, LLC

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_