

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of March 23, 2012 among Long Island Broadcasting, Inc., a New York corporation, Mid-Island Broadcasting Limited Partnership, a Pennsylvania limited partnership, and IW Limited Liability Company, a New York limited liability company, jointly and severally (collectively, "Seller") and Connoisseur Media, LLC, a Delaware limited liability company ("Buyer").

Recitals

A. Seller owns and operates the following radio broadcast stations (each a "Station" and collectively the "Stations") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC"):

WHLI(AM), Hempstead, New York
WKJY(FM), Hempstead, New York
WIGX(FM), Smithtown, New York
WBZO(FM), Bay Shore, New York

B. Pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station Assets (defined below).

Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1: PURCHASE OF ASSETS

1.1. Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to all assets, properties, interests and rights of Seller, real and personal, tangible and intangible, that are used or held for use in the operation of the Stations, except the Excluded Assets (defined below) (the "Station Assets"), including without limitation the following:

(a) all licenses, permits and other authorizations held by or issued to Seller by the FCC with respect to the Stations (the "FCC Licenses"), including those described on *Schedule 1.1(a)*, including any renewals or modifications thereof between the date hereof and Closing;

(b) all of Seller's equipment, transmitters, antennas, cables, towers, vehicles, furniture, fixtures, spare parts and other tangible personal property of every kind and description that are used or held for use in the operation of the Stations, including without limitation those listed on *Schedule 1.1(b)* together with any replacements thereof, except for any permitted retirements or dispositions thereof made between the date hereof and Closing in the ordinary

course of business and consistent with past practices of Seller (the "Tangible Personal Property");

(c) all of Seller's real property used or held for use in the operation of the Stations (including any appurtenant easements and improvements located thereon), including without limitation those listed on *Schedule 1.1(c)* (the "Real Property");

(d) (i) all agreements for the sale of advertising time on the Stations entered into in the ordinary course of business, (ii) the contracts, agreements and leases listed on *Schedule 1.1(d)*, and (iii) all other contracts, agreements and leases made before Closing subject to the limitations set forth in Section 4.1(f) whether made before or after the date hereof (collectively, the "Station Contracts");

(e) all of Seller's rights in and to the Stations' call letters and Seller's rights in and to the trademarks, trade names, service marks, internet domain names, copyrights, programs and programming material, jingles, slogans, logos, and other intangible property which are used or held for use in the operation of the Stations, including without limitation those listed on *Schedule 1.1(e)* (the "Intangible Property"); and

(f) Seller's rights in and to all the files, documents, records, equipment manuals and assignable warranties, and books of account (or copies thereof) relating to the operation of the Stations, including the Stations' local public files, programming information and studies, engineering data, advertising studies, marketing and demographic data, sales correspondence, lists of advertisers, credit and sales reports, and logs, but excluding records relating to Excluded Assets (defined below).

The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances ("Liens") except for Assumed Obligations (defined in Section 1.3), liens for taxes not yet due and payable, liens that will be released at or prior to Closing, and, with respect to the Real Property, such other easements, rights of way, building and use restrictions and other exceptions that do not in any material respect detract from the value of the property subject thereto or impair the use thereof in the ordinary course of the business of the Stations (collectively, "Permitted Liens").

1.2. Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following assets or any rights, title and interest therein (the "Excluded Assets"):

(a) all cash and cash equivalents of Seller, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, money market accounts and all such similar accounts or investments;

(b) all tangible and intangible personal property of Seller retired or disposed of in the ordinary course of business of Seller between the date of this Agreement and Closing, as permitted hereunder;

(c) all Station Contracts that are terminated, not due to Seller breach, or expire prior to Closing in the ordinary course of business of Seller, and those contracts and agreements not included in the Station Contracts;

(d) Seller's trade names not exclusive to the operation of the Stations, all of Seller's corporate names (including the name "Barnstable"), charter documents, and books and records relating to the organization, existence or ownership of Seller, duplicate copies of the records of the Stations, and all records not relating to the operation of the Stations;

(e) contracts of insurance, and all insurance proceeds and claims made thereunder, except as provided by Section 5.4;

(f) all pension, profit sharing and deferred compensation plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, maintained by Seller;

(g) the Stations' accounts receivable and any other rights to payment of cash consideration for goods or services sold or provided prior to Closing or otherwise arising during or attributable to any period prior to the time of Closing (the "A/R");

(h) any non-transferable shrinkwrapped computer software and any other non-transferable computer licenses that are not material to the operation of the Stations;

(i) all rights and claims of Seller, whether mature, contingent or otherwise, against third parties with respect to the Stations and the Station Assets, to the extent arising during or attributable to any period prior to Closing;

(j) all deposits and prepaid expenses (and rights arising therefrom or related thereto), except to the extent Seller receives a credit therefor under Section 1.6; and

(k) the item listed on *Schedule 1.2*.

1.3. Assumption of Obligations. On the Closing Date, Buyer shall assume the following (collectively, the "Assumed Obligations"): (i) the obligations of Seller arising during, or attributable to, any period of time on or after the Closing Date under the Station Contracts except to the extent noted on *Schedule 1.1(d)* identifying those obligations to be retained by Seller, (ii) the obligations described in Section 5.6 and (iii) any other liabilities of Seller for which Buyer receives a credit under Section 1.6. Except for the Assumed Obligations, Buyer does not assume, and will not be deemed by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to have assumed, any other liabilities or obligations of Seller (the "Retained Obligations").

1.4. Purchase Price. In consideration for the sale of the Station Assets to Buyer, at Closing (defined below) Buyer shall pay Seller, by wire transfer of immediately available funds, the sum of Twenty-Three Million Dollars (\$23,000,000), subject to adjustment pursuant to Section 1.6 (the "Purchase Price").

1.5. Deposit. On the date of this Agreement, Buyer shall deposit an amount equal to Two Million Dollars (\$2,000,000) (the "Deposit") with WashingtonFirst Bank (the "Escrow Agent") pursuant to the Escrow Agreement (the "Escrow Agreement") of even date herewith among Buyer, Seller and the Escrow Agent. At Closing, the Deposit shall be disbursed to Seller

and applied to the Purchase Price and any interest accrued thereon shall be disbursed to Buyer. If this Agreement is terminated by Seller pursuant to Section 10.1(c), the Deposit and any interest accrued thereon shall be disbursed to Seller. If this Agreement is otherwise terminated pursuant to its terms, the Deposit and any interest accrued thereon shall be disbursed to Buyer. The parties shall each instruct the Escrow Agent to disburse the Deposit and all interest thereon to the party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement. Any failure by Buyer to make the Deposit on the date hereof constitutes a material default as to which the Cure Period under Section 10.1 does not apply entitling Seller to immediately terminate this Agreement.

1.6. Prorations and Adjustments.

(a) All deposits, reserves and prepaid and deferred income and expenses relating to the Station Assets and arising from the operation of the Stations shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles as of 11:59 p.m. on the day immediately preceding the Closing Date. Such prorations shall include without limitation all ad valorem, real estate and other property taxes (except transfer taxes as provided by Section 11.1), FCC regulatory fees, music and other license fees (to the extent music and licensing agreements are included in the Station Contracts), employee performance incentives set forth in employment agreements or annual compensation plans, any vacation and sick leave for Transferred Employees (defined below) (including time taken or accrued for the calendar year in which Closing occurs), utility expenses, rent and other amounts under Station Contracts and similar prepaid and deferred items. Seller shall receive a credit for all of the Stations' deposits and prepaid expenses to the extent the benefit of the same is transferable to Buyer. Payment of sales commissions to Station employees related to the sale of advertisements broadcast on the Stations prior to Closing shall be the responsibility of Seller, and payment of sales commissions to Station employees related to the sale of advertisements broadcast on the Stations after Closing shall be the responsibility of Buyer. Prorations and adjustments shall be made at Closing to the extent practicable. As to those prorations and adjustments not capable of being ascertained at Closing, an adjustment and proration shall be made within ninety (90) calendar days of Closing.

(b) With respect to trade, barter or similar agreements for the sale of time for goods or services assumed by Buyer pursuant to Section 1.1(d), if at Closing the Stations have an aggregate negative barter balance (*i.e.*, the amount by which the value of air time to be provided by the Stations after Closing exceeds the fair market value of corresponding goods and services to be received after Closing), there shall be no proration or adjustment, unless the negative barter balance of the Stations as an aggregate exceeds \$75,000, in which event there shall be an adjustment at Closing in Buyer's favor for such excess. In determining barter balances, the value of air time shall be based upon Seller's rates as of Closing, and corresponding goods and services shall include those useable by the Stations after Closing. There shall be no adjustment if there is an aggregate positive barter balance (*e.g.* where the value of air time to be provided by the Stations after Closing is less than the fair market value of the corresponding goods and services to be received after Closing).

(c) There shall be no proration made at Closing for any expected refund from either ASCAP or BMI for royalties paid in 2010 and 2011 (but there shall be an adjustment based on the portion of 2012 that falls after Closing in favor of Seller for any credit on fees to be

paid to ASCAP (and BMI if also known) post-Closing based on overpayments of royalties in 2010 and 2011). To the extent that Buyer receives a credit to its ASCAP or BMI royalties due in any period from Closing through the end of 2016, and such credit is based on an overpayment of royalties in 2010 or 2011 (or the pre-Closing portion of 2012 for BMI if not settled at Closing), Buyer shall pay the amounts of such credits in cash to Seller. Any payments to Seller due under this paragraph shall be made in arrears, to be paid twice a year, on June 30 and December 31, to the extent that any obligations have arisen in the prior six month period.

1.7. Allocation. Seller and Buyer shall mutually determine an allocation of the Purchase Price among the Station Assets that complies with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended, and shall each file its federal income tax returns and its other tax returns reflecting such allocation; provided, however that nothing contained herein shall prevent Buyer or Seller from settling any proposed deficiency or adjustment by any taxing authority based on or arising out of such allocation, and neither Buyer nor Seller shall be required to litigate before any court any proposed deficiency or adjustment by any taxing authority challenging such allocation. If Buyer and Seller have not mutually agreed on an allocation prior to the Closing, and after Closing the parties cannot agree on an allocation of the Purchase Price, the parties shall hire a certified public accountant or other professional experienced in the evaluation of broadcast properties to determine such allocation, which shall be binding on the parties. The parties shall mutually agree on such an appraiser and shall instruct the appraiser to deliver his report within ninety (90) days after Closing. Buyer and Seller shall each be responsible for one-half of the cost of such appraisal.

1.8. Closing. The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the "Closing") shall take place no later than the fifth business day after the date on which the FCC Consent (defined below) shall have become a Final Order (as hereinafter defined), subject to the satisfaction or waiver of the conditions set forth in Articles 6 or 7 below, and further provided, Buyer may waive such condition of finality and notify Seller to consummate the Closing upon at least ten (10) business days written notice on a mutually agreeable date more than ten business days after the initial FCC Consent is issued. The date on which the Closing is to occur is referred to herein as the "Closing Date." The term "Final Order" means action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which action no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

1.9. FCC Consent. Within five (5) business days of the date of this Agreement, Buyer and Seller shall file an application with the FCC (the "FCC Application") requesting FCC consent to the assignment of the FCC Licenses from Seller to Buyer. FCC consent to the FCC Application without any material adverse conditions other than those of general applicability is referred to herein as the "FCC Consent." Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and

assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder.

ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller makes the following representations and warranties to Buyer:

2.1. Organization. Seller is duly organized, validly existing and in good standing under the laws of the jurisdictions of organization set forth in the preamble of this Agreement, and is qualified to do business in New York. Seller has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be made by Seller pursuant hereto (collectively, the "Seller Ancillary Agreements") and to consummate the transactions contemplated hereby.

2.2. Authorization. The execution, delivery and performance of this Agreement and the Seller Ancillary Agreements by Seller have been duly authorized and approved by all necessary action of Seller and do not require any further authorization or consent of Seller. This Agreement is, and each Seller Ancillary Agreement when made by Seller and the other parties thereto will be, a legal, valid and binding agreement of Seller enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3. No Conflicts. The execution, delivery and performance by Seller of this Agreement and the Seller Ancillary Agreements and the consummation by Seller of any of the transactions contemplated hereby does not conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject, or will not constitute or result in a breach of or default (or an event which with notice or lapse of time, or both, would constitute a default) under, or result in the termination or suspension of, or accelerate the performance required by, or result in a right of termination, cancellation or acceleration of any Station Contract, Real Property Lease, or any other material agreement, contract, covenant, instrument, license or permit by which Seller is bound, or except for the FCC Consent and consent to assign the Station Contracts as set forth on *Schedule 1.1(c)* and *Schedule 1.1(d)*, require the consent or approval of, or a filing by Seller with, any governmental or regulatory authority or any third party.

2.4. FCC Licenses. Except as set forth on *Schedule 1.1(a)*:

(a) Seller is the authorized holder of the FCC Licenses described on *Schedule 1.1(a)*. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. The FCC Licenses are all of the licenses, permits or other authorizations issued by the FCC necessary to the operation of the Stations in the manner and to the full extent as such operations are currently conducted and there are no conditions upon the FCC Licenses except those stated on the face thereof and those conditions applicable to radio stations of the same service and class under the Communications

Act of 1934, as amended (the "Act"), and the published rules and policies of the FCC (the "FCC Rules").

(b) There is not pending, or to Seller's knowledge threatened, any action by or before the FCC to renew, revoke, suspend, cancel, rescind or materially adversely modify any of the FCC Licenses (other than proceedings to amend FCC rules of general applicability), and there is not now issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against the Stations or against Seller with respect to the Stations.

(c) The Stations, their operations and their transmission facilities are in compliance in all material respects with the FCC Licenses, the Act and the FCC Rules. Seller has received no written complaints of material interference to any of the Stations between January 1, 2011 and the date of this Agreement. The Stations are operating in all material respects as specified in the FCC Licenses within the parameters permitted by FCC rules and not operating pursuant to Special Temporary Authority or similar authority as of the date of this Agreement.

(d) Seller has filed with the FCC all material reports or applications (including payment of any fee, fine or forfeiture due to the FCC) with respect to the FCC Licenses and the Stations that have been required to be filed by it. Seller has complied in all material respects with applicable FCC Rules pertaining to (i) each Station's public file, and (ii) the requirements to maintain logs and other records. All such files, logs, and records required by the FCC are maintained at the Stations in accordance with FCC Rules in all material respects.

(e) The Stations' transmission towers owned by Seller are in compliance in all material respects with all tower registration, painting and lighting requirements of the FCC and the Federal Aviation Administration (the "FAA") and, in connection with the transmission towers used by the Stations and not owned by Seller, to Seller's knowledge as of the date hereof any such tower is in compliance, in all material respects, with these FCC and FAA requirements.

2.5. Taxes. Seller has, in respect of the Stations' business, filed all foreign, federal, state, county and local income, excise, property, sales, use, franchise and other tax returns and reports which are required to have been filed by it under applicable law, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable.

2.6. Personal Property. *Schedule 1.1(b)* contains a list of certain material items of transmission equipment located at the Stations' transmitter sites, used in the operation of the Stations and included in the Tangible Personal Property. The items listed on *Schedule 1.1(b)* include material items of Tangible Personal Property, which, together with all other Tangible Personal Property conveyed to Buyer at Closing, constitute all Tangible Personal Property used by Seller to operate the Stations at their respective transmitter sites pursuant to their respective FCC Licenses. Except as set forth on *Schedule 1.1(b)*, Seller has title to the Tangible Personal Property free and clear of Liens other than Permitted Liens. Except as set forth on *Schedule 1.1(b)*, all material items of Tangible Personal Property have been maintained in the ordinary course of business and are in normal operating condition, ordinary wear and tear excepted.

2.7. Real Property. *Schedule 1.1(c)* contains a description of all Real Property included in the Station Assets.

(a) Seller owns no real property used or held for use in the operation of the Stations. *Schedule 1.1(c)* includes a description of each lease of Real Property or similar agreement included in the Station Assets (the "Real Property Leases"). To Seller's knowledge, the Real Property is not subject to any suit for condemnation or other taking by any public authority.

(b) The Real Property constitutes the only real property used to operate the Stations in the manner they are presently operated. The Real Property Leases are in effect, in each case free and clear of all Liens (other than those Liens identified in the Real Property Leases and Permitted Liens), and any subleases with respect to the Real Property are included in the Station Contracts. Seller has no knowledge of any landlord default for failure to provide peaceful and undisturbed possession of the leased property under the Real Property Leases. Seller's activities carried on in all buildings, facilities, installations, fixtures and other structures or improvements owned by Seller and included as part of the Real Property, and the buildings, facilities, installations, fixtures and other structures or improvements themselves that are owned by Seller, are not in any material respect in violation of any building or use restriction, any applicable zoning, subdivision or health law regulation or ordinance, any variance, or any other similar law or ordinance or regulation. The Real Property includes legal rights of access to the Stations' facilities consistent with past practices.

(c) Seller has not received any notice of any current material violation of any applicable zoning law or other law, statute, ordinance, rule, regulation or orders affecting the Real Property or improvements thereon.

(d) Any and all buildings, structures, fixtures, or other improvements owned by Seller and located on the Real Property (i) are in normal condition and repair, ordinary wear and tear excepted and (ii) have been maintained in the ordinary course of business.

2.8. Contracts. Each of the Station Contracts (including without limitation each of the Real Property Leases) is in effect and is binding upon Seller and, to Seller's knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally), except as set forth on *Schedule 1.1(d)*. Seller has performed its obligations under each of the Station Contracts in all material respects, and is not in material default thereunder, and to Seller's knowledge, no other party to any of the Station Contracts is in default thereunder in any material respect. Seller has the right and power to assign the Station Contracts (including without limitation each of the Real Property Leases) to Buyer except where noted in *Schedule 1.1(c)* or *Schedule 1.1(d)*.

2.9. Environmental. Except as set forth on *Schedule 2.9* or in any environmental report delivered by Seller to Buyer prior to the date of this Agreement, to Seller's knowledge, no hazardous or toxic substance or waste regulated under any applicable environmental, health or safety law has been generated, stored, transported or released on, in, from or to the Real Property included in the Station Assets. Except as set forth on *Schedule 2.9* or in any environmental report delivered by Seller to Buyer prior to the date of this Agreement, to Seller's knowledge, Seller has complied in all material respects with all environmental, health and safety laws

applicable to the Stations. *Schedule 2.9* describes the environmental reports delivered by Seller to Buyer, recommendations set forth in such reports and the letters confirming completion of such work.

2.10. Intangible Property. *Schedule 1.1(e)* contains a description of the material Intangible Property included in the Station Assets. Except as set forth on *Schedule 1.1(e)*, to Seller's knowledge the Intangible Property does not infringe upon the rights of any other person in any material respect. Except as set forth on *Schedule 1.1(e)*, to Seller's knowledge, Seller owns or has the right to use the Intangible Property free and clear of Liens other than Permitted Liens. *Schedule 1.1(e)* contains a list of all material trademarks, service marks, URLs, and other intellectual property used by Stations and owned by Seller. No claim is pending, or to Seller's knowledge threatened, that any of the Intangible Property owned by Seller infringes on any rights of any party, and Seller knows of no basis for any such claim. Seller has paid when due all music rights obligations with respect to the Stations, including all obligations in connection with the use of music on its web sites.

2.11. Employees. Seller has complied in all material respects with all labor and employment laws, rules and regulations applicable to the Stations' business, including without limitation those which relate to prices, wages, hours, discrimination in employment and collective bargaining. There is no unfair labor practice charge or employment discrimination claim or complaint against Seller in respect of the Stations' business pending or to Seller's knowledge threatened before the National Labor Relations Board, the Equal Employment Opportunity Commission, any state labor relations or employment board or any court, tribunal or government agency, and there is no strike, dispute, request for representation, slowdown or stoppage pending or threatened in respect of the Stations' business.

2.12. Insurance. Seller maintains insurance policies with respect to the Stations and the Station Assets consistent with past practices, and will maintain such policies until Closing.

2.13. Compliance with Law. Seller has complied in all material respects with all laws, rules and regulations, and all decrees and orders of any court or governmental authority which are applicable to the operation of the Stations. There is no action, suit or proceeding pending or threatened against Seller in respect of the Stations or any of the Station Assets, including by private parties, that will subject Buyer to liability, burden or impair the Station Assets in any material respect, or affect Seller's ability to perform its obligations under this Agreement. To Seller's knowledge, there are no governmental claims or investigations pending or threatened against Seller in respect of the Stations except those affecting the industry generally.

2.14. Financial Statements. Seller has provided to Buyer copies of its audited statement of operations for Seller for the year ended December 31, 2010 and its unaudited statement of operations for Seller for the year ended December 31, 2011. During periods prior to January 18, 2011, the Stations shared certain operating expenses with certain other radio stations owned by Seller or companies under common control with Seller. Such shared operating expenses are allocated in whole or part to either the Stations or such other stations as determined by Seller. Except for the foregoing and except for the absence of footnotes, such statements have been prepared in accordance with generally accepted accounting principles consistently applied and in the aggregate present fairly in all material respects the financial position and results of operations of the Stations as operated by Seller for the respective periods covered thereby.

2.15. No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf, except as set forth on *Schedule 2.15*. Payment of the brokers set forth on such Schedule under their engagement by Seller shall be Seller's sole cost and expense.

ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Seller:

3.1. Organization. Buyer is duly organized, validly existing and in good standing under the laws of Delaware and as of the Closing Date will be qualified to do business in each jurisdiction in which the Station Assets are located. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the "Buyer Ancillary Agreements") and to consummate the transactions contemplated hereby.

3.2. Authorization. The execution, delivery and performance of this Agreement and the Buyer Ancillary Agreements by Buyer have been duly authorized and approved by all necessary action of Buyer and do not require any further authorization or consent of Buyer. This Agreement is, and each Buyer Ancillary Agreement when made by Buyer and the other parties thereto will be, a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3. No Conflicts. The execution, delivery and performance by Buyer of this Agreement and the Buyer Ancillary Agreements and the consummation by Buyer of any of the transactions contemplated hereby does not conflict with any organizational documents of Buyer or any law, judgment, order or decree to which Buyer is subject, or will not constitute or result in a breach of or default (or an event which with notice or lapse of time, or both, would constitute a default) under, or result in the termination or suspension of, or accelerate the performance required by, or result in a right of termination, cancellation or acceleration of any material agreement, contract, covenant, instrument, license or permit by which Buyer is bound, or require the consent or approval of, or a filing by Buyer with, any governmental or regulatory authority or any third party, except the FCC Consent.

3.4. Qualification. Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Stations under the Communications Act and the rules, regulations and policies of the FCC. To Buyer's knowledge, there are no facts that would, under existing law and the existing rules, regulations, policies and procedures of the FCC, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Stations. To Buyer's knowledge, no waiver of any FCC rule or policy is necessary for the FCC Consent to be obtained. There is no action, suit or proceeding pending or, to Buyer's knowledge threatened, against Buyer which questions the legality or propriety of the transactions contemplated by this

Agreement or could materially adversely affect the ability of Buyer to perform its obligations hereunder.

3.5. No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer's behalf. Payment of any broker engaged by Buyer shall be Buyer's sole cost and expense.

ARTICLE 4: SELLER COVENANTS

4.1. Seller's Covenants. Between the date hereof and Closing, except as permitted by this Agreement or with the prior written consent of Buyer, which shall not be unreasonably withheld, delayed or conditioned, Seller shall:

(a) operate the Stations in the ordinary course of business consistent with past practice, keep the books and records of the Stations strictly in accordance with past practice, maintain all property and liability insurance policies in amounts not materially less than current levels, and comply in all material respects with the Act, the FCC Rules and with all other applicable laws, regulations, rules and orders;

(b) maintain the FCC Licenses in full force and effect in all material respects, not materially adversely modify any of the FCC Licenses, not create, assume or permit to exist any Liens upon the Station Assets, except for Permitted Liens, and not, other than in the ordinary course of business in accordance with past practice, sell, lease or dispose of or agree to sell, lease or dispose of any of the Tangible Personal Property, provided that all material items of Tangible Personal Property that are sold or disposed of shall be replaced with like property of substantially equivalent kind or value;

(c) upon reasonable notice, give Buyer and its representatives reasonable access during normal business hours to the Station Assets, and furnish Buyer with information relating to the Station Assets that Buyer may reasonably request, provided that such access rights shall not be exercised in a manner that interferes with the operation of the Stations;

(d) if requested by Buyer, cooperate with Buyer to create, at Buyer's expense, an inventory of material items of Tangible Personal Property included in the Station Assets;

(e) if requested by Buyer, provide Buyer with copies of Seller's monthly unaudited statements of operations for the Stations when and in the form generated by Seller in the ordinary course of business;

(f) deliver to Buyer copies of any new Station Contracts, and not enter into any new Station Contracts (or amendments of existing Station Contracts) that will be binding after Closing and that (i) require post-Closing payments by Buyer of more than \$50,000 (in the aggregate for all such new contracts), except for (1) a renewal or replacement of the AFTRA contract as set forth in Section 4.1(g) and (2) ordinary course renewals of employment agreements that do not require more than three (3) months compensation upon termination and do not provide for any increase in salary or benefits, or (ii) are made with an affiliate of Seller

(i.e., any person or entity controlling, controlled by, or under common control with Seller); provided, however that:

(A) this Section 4.1(f) shall not apply to new time sales agreements and other Station Contracts (including without limitation employment agreements) in the ordinary course of business that are terminable on ninety days notice or less without penalty;

(B) for purposes of calculating the amount of "post-Closing payments by Buyer" under clause (i) of this Section 4.1(f), if a contract is terminable by giving advance notice, and Buyer is given notice of the existence of the contract and the right to terminate it upon Closing or prior to the Closing, then such amount shall include only the post-Closing amount that would be payable if a termination notice were given upon Closing (whether or not such notice is in fact given), but in no event shall such amount be more than the amount payable absent such termination notice; and

(C) to the extent that any new Station Contract requires the approval of the Buyer under the terms of this Section, such contract shall be deemed approved if it is provided to Buyer and Buyer does not give Seller notice of its objection (in writing or by electronic communication) within ten days of its delivery to Buyer.

(g) except for a renewal or replacement of the AFTRA contract on terms substantially the same as the current AFTRA contract (i) not enter into any employment, labor, or union agreement or plan (or amendments of any such existing agreements or plan) that will be binding upon Buyer after Closing or (ii) increase the compensation or bonuses payable to any employee of the Stations, except for bonuses and other compensation payable by Seller in connection with the consummation of the transactions contemplated by this Agreement (if any, the responsibility for payment of such bonuses or compensation being that of Seller);

(h) maintain the Stations' inventories of spare parts and expendable supplies at levels in the ordinary course of business consistent with past practice, and preserve and maintain the Tangible Personal Property in the ordinary course of business consistent with past practice;

(i) to the extent not previously delivered, within thirty (30) days of the date of this Agreement, deliver to Buyer copies of all Station Contracts requested by Buyer that are listed on *Schedule 1.1(d)* attached hereto;

(j) not commit any act or omit to do any act which will cause a material breach of any Real Property Lease or material Station Contract;

(k) maintain all marketing and promotional activities at 2011 levels consistent with past practices, and maintain relations with current customers and suppliers in the ordinary course of business; and

(l) conduct relations with current employees of the Stations in the ordinary course of business and consistent with past practice.

ARTICLE 5: JOINT COVENANTS

Buyer and Seller hereby covenant and agree as follows:

5.1. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement (including without limitation all financial information provided by Seller to Buyer) shall be confidential and shall not be disclosed to any other person or entity, except the parties' representatives and lenders for the purpose of consummating the transaction contemplated by this Agreement.

5.2. Announcements. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other and the parties shall cooperate to make a mutually agreeable announcement, and except as necessary to enforce rights under or in connection with this Agreement. Notwithstanding the foregoing, the parties acknowledge that this Agreement and the terms hereof will be filed with the FCC Application and thereby become public.

5.3. Control. Buyer shall not, directly or indirectly, control, supervise or direct the operation of the Stations prior to Closing. Consistent with the Communications Act and the FCC rules and regulations, control, supervision and direction of the operation of the Stations prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses.

5.4. Risk of Loss.

(a) Seller shall bear the risk of any loss of or damage to any of the Station Assets at all times prior to the Closing, and Buyer shall bear the risk of any such loss or damage thereafter. Subject to Section 5.4(b), if prior to such time any item of Tangible Personal Property is damaged or destroyed or otherwise not in the condition described in Section 2.6 in any material respect, then Seller shall use commercially reasonable efforts to repair or replace such item in all material respects in the ordinary course of business, but if such repair or replacement is not completed prior to Closing, then the parties shall proceed to Closing, and as Buyer's sole remedy, the proceeds of any insurance covering such damage or destruction shall be assigned to Buyer at Closing, and to the extent such proceeds are not sufficient to cover the cost of such repair or replacement, the Purchase Price shall be reduced by an amount equal to the deficiency, and Seller's representations and warranties, and Buyer's pre-Closing termination rights and post-Closing indemnification rights, with respect to the affected Station Assets will thereby be deemed qualified solely to the extent necessary to take into account such damage or destruction and its remedy. To the extent Seller complies with this Section 5.4(a), Seller shall not be in breach of this Agreement with respect to such damaged or destroyed item of Tangible Personal Property.

(b) If prior to Closing a Station is off the air or operating at less than 90% of its authorized power, then Seller shall use commercially reasonable efforts to return the Station to the air and restore prior coverage as promptly as possible in the ordinary course of business. Notwithstanding anything herein to the contrary, if prior to Closing a Station is off the air or

operating at a power level that results in a material reduction in coverage in excess of 24 consecutive hours, then Buyer may postpone Closing until the date two (2) business days after the Station returns to the air and prior coverage is restored in all material respects, subject to Section 10.1. If either WKJY or WBZO is (i) off the air in excess of seven (7) consecutive days or (ii) operating at less than 50% of its authorized power in excess of fifteen (15) days in any ninety (90) day period, then Buyer may terminate this Agreement by written notice to Seller within ten (10) business days after such period.

5.5. Consents.

(a) The parties shall use commercially reasonable efforts to obtain (i) any third party consents necessary for the assignment of any Station Contract (which shall not require any payment to any such third party), and (ii) execution of reasonable estoppel certificates by lessors under any Real Property Leases requiring consent to assignment (if any), but no such consents or estoppel certificates are conditions to Closing.

(b) To the extent that any Station Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed pursuant to this Agreement shall not constitute an assignment of such Station Contract and neither Seller nor Buyer shall have any liability hereunder for any failure to assign or assume such Station Contract; provided, however, with respect to each such Station Contract, Seller and Buyer shall cooperate to the extent feasible in effecting a lawful and commercially reasonable arrangement under which Buyer shall receive the benefits under the Station Contract from and after Closing, and to the extent of the benefits received, Buyer shall pay and perform Seller's obligations arising under the Station Contract from and after Closing in accordance with its terms.

5.6. Employees.

(a) Seller has provided Buyer a list showing employee positions and certain compensation information for employees of the Stations. Buyer is not obligated to hire any of Seller's employees. No later than thirty (30) calendar days before Closing Buyer shall notify Seller in writing whether or not it is hiring each such employee upon Closing. With respect to any employee who Buyer elects not to hire who has an employment agreement that would otherwise be included in the Station Contracts: (i) such agreement shall be an Excluded Asset, (ii) Seller shall terminate such agreement effective not later than Closing and (iii) at Closing Buyer shall pay Seller the severance amount due under such agreement. Any obligations due to employees not retained by Buyer at Closing who are not under employment agreements shall be the obligation of Seller.

(b) Buyer and Seller have each designated a representative responsible for all communications related to employees of the Stations. If Buyer desires to interview any employee of any Station, Buyer's representative shall make arrangements to do so with Seller's representative, and neither Buyer nor its representative shall communicate with any such employee except in an interview arranged in such manner.

(c) With respect to employees of the Stations hired by Buyer ("Transferred Employees"), Seller shall be responsible for all compensation and benefits arising prior to

Closing (in accordance with Seller's employment terms), and Buyer shall be responsible for all compensation and benefits arising after Closing (in accordance with Buyer's employment terms). Notwithstanding anything herein to the contrary, Buyer shall grant credit to each Transferred Employee for all unused vacation and sick leave accrued as of Closing as an employee of Seller, and Buyer shall assume and discharge Seller's obligation to provide such leave to such employees (such obligations being a part of the Assumed Obligations), subject to the pro rations set forth in Section 1.6.

(d) Subject to the terms of Buyer's plans and the reasonable requirements of Buyer's plan administrator, Buyer shall permit Transferred Employees (and their spouses and dependents) to participate in its "employee welfare benefit plans," if any (including without limitation health insurance plans) and "employee pension benefit plans" (as defined in ERISA) in which similarly situated employees are generally eligible to participate, with coverage effective immediately upon Closing (and without exclusion from coverage on account of any pre-existing condition), with service with Seller deemed service with Buyer for purposes of any length of service requirements, waiting periods, vesting periods and differential benefits based on length of service, and with credit under any welfare benefit plan for any deductibles or co-insurance paid for the current plan year under any plan maintained by Seller.

(e) Buyer shall also permit each Transferred Employee who participates in Seller's 401(k) plan to elect to make direct rollovers of their account balances into Buyer's 401(k) plan as soon as administratively feasible after Closing, including the direct rollover of any outstanding loan balances such that they will continue to make payments under the terms of such loans under Buyer's 401(k) plan, subject to compliance with applicable law and subject to the reasonable requirements of Buyer's 401(k) plan.

5.7. Receivables. The A/R shall remain the property of Seller, and Buyer shall not acquire any right or interest therein. For a period of ninety (90) days after Closing (the "Collection Period"), Buyer shall, without charge to Seller, use commercially reasonable efforts to collect the A/R in the ordinary course of business and shall apply all amounts collected from the Stations' account debtors to the oldest account first, unless the advertiser disputes in good faith in writing an older account and designates payment to a newer account. Any amounts relating to the A/R that are paid directly to Seller shall be retained by Seller, provided, that during the Collection Period neither Seller nor its agents will make any solicitation of such A/R for collection purposes, nor will Seller or its agents institute litigation for the collection of any A/R, except with respect to A/R returned to Seller for collection as set forth below. Buyer shall not discount, adjust or otherwise compromise any A/R and Buyer shall refer any disputed A/R to Seller, except that all commissions due on any collection of A/R shall be the full responsibility of Seller. Within ten calendar days after the end of each month, Buyer shall deliver to Seller a report showing A/R collections for the prior month and Buyer shall make a payment, without offset (except for any commissions due on such A/R to Transferred Employees and not previously paid by Seller), to Seller equal to the amount of all such collections. At the end of the Collection Period, any remaining A/R shall be returned to Seller for collection.

5.8. Actions. After Closing, for a period of eighteen months, Buyer shall use commercially reasonable efforts to cooperate with Seller in the investigation, defense or prosecution of any action which is pending or threatened against Seller or its affiliates with respect to the Stations, whether or not any party has notified the other of a claim for

indemnification with respect to such matter. Without limiting the generality of the foregoing, Buyer shall use commercially reasonable efforts to make available its employees to give depositions or testimony and shall use commercially reasonable efforts to preserve and furnish all documentary or other evidence that Seller may reasonably request.

5.9. No Conflicting Actions. Neither Seller nor Buyer shall solicit, entertain, discuss, or enter into any agreement that conflicts with this Agreement.

5.10. Environmental Audit. Buyer may, at its own expense, retain a qualified contractor to perform one or more environmental reviews with respect to any ground lease included in the Real Property, provided that all such reviews are conducted within thirty (30) days from the date of this Agreement. If any such review recommends further review, then any such further review shall be conducted within an additional forty-five (45) days thereafter. All audits will be conducted during normal business hours and upon reasonable prior notice (and subject to landlord consent if necessary). Seller shall reasonably cooperate with and provide such contractor reasonable access to the Real Property for purposes of such audit(s). In the event that an audit identifies one or more conditions requiring remediation under applicable federal, state or local environmental law, regulation or ordinance, notwithstanding anything to the contrary set forth in this Agreement, if the reasonably estimated cost to remedy all such conditions is:

(i) less than \$230,000, then Seller shall remediate such condition(s) in all material respects; or

(ii) \$230,000 or more, then Seller may (but is not obligated to) elect to remediate such condition(s) in all material respects by written notice to Buyer within ten (10) business days after completion of all assessments and determination of remediation costs, and if Seller does not make such election within such time then this Agreement shall automatically terminate on the date ten (10) business days after the end of such election period unless prior to such date Buyer agrees in writing that Seller has no remediation obligation and this Agreement is modified to exclude any representation, warranty, indemnity or other obligation with respect to such condition(s).

If remediation is required under clause (i) above or elected by Seller under clause (ii), then Closing shall be postponed until such remediation is complete in all material respects, subject to Section 10.1.

ARTICLE 6: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

6.1. Representations and Covenants.

(a) The representations and warranties of Buyer made in this Agreement, shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement.

(b) The covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all material respects.

(c) Seller shall have received a certificate dated as of the Closing Date from Buyer executed by an authorized officer of Buyer to the effect that the conditions set forth in Sections 6.1(a) and (b) have been satisfied.

6.2. Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

6.3. FCC Authorization. The FCC Consent pursuant to the FCC's initial order shall have been obtained.

6.4. Deliveries. Buyer shall have complied with its obligations set forth in Section 8.2.

ARTICLE 7: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

7.1. Representations and Covenants.

(a) The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement (including without limitation as provided by Section 5.4).

(b) The covenants and agreements to be complied with and performed by Seller at or prior to Closing shall have been complied with or performed in all material respects.

(c) Buyer shall have received a certificate dated as of the Closing Date from Seller, executed by an authorized officer of Seller to the effect that the conditions set forth in Sections 7.1(a) and (b) have been satisfied.

7.2. Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

7.3. FCC Authorization. The FCC Consent shall have become a Final Order.

7.4. Deliveries. Seller shall have complied with its obligations set forth in Section 8.1.

7.5. Remediation. If required by either Section 5.4 or Section 5.10, Seller has completed any required remediation in all material respects.

ARTICLE 8: CLOSING DELIVERIES

8.1. Seller Documents. At Closing, Seller shall deliver or cause to be delivered to Buyer, in a customary form:

(i) certified copies of resolutions authorizing its execution, delivery and performance of this Agreement, including the consummation of the transactions contemplated hereby;

(ii) the certificate described in Section 7.1(c);

(iii) an assignment of FCC Licenses from Seller to Buyer;

(iv) an assignment and assumption of contracts assigning the Station Contracts from Seller to Buyer;

(v) an assignment and assumption of the Real Property Leases from Seller to Buyer;

(vi) an assignment of marks assigning the Stations' registered marks listed on *Schedule 1.1(e)* from Seller to Buyer;

(vii) domain name transfers assigning the Stations' domain names listed on *Schedule 1.1(e)* from Seller to Buyer following customary procedures of the domain name administrator;

(viii) endorsed vehicle titles conveying the vehicles included in the Tangible Personal Property (if any) from Seller to Buyer;

(ix) a bill of sale conveying the other Station Assets from Seller to Buyer;

(x) if any landlord estoppel certificates are obtained by Seller with respect to the Real Property Leases, then copies of such certificates;

(xi) good standing certificates issued by the Secretary of State of Seller's jurisdictions of formation (and foreign qualification in the State of New York for any Seller that is not formed in New York); and

(xii) any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets from Seller to Buyer, free and clear of Liens, except for Permitted Liens, including such releases of Liens, security interests and encumbrances as are necessary to convey the Station Assets to Buyer free and clear of Liens except for Permitted Liens.

8.2. Buyer Documents. At Closing, Buyer shall deliver or cause to be delivered to Seller in a customary form:

- (i) the Purchase Price in accordance with Section 1.4 hereof;
- (ii) certified copies of resolutions authorizing its execution, delivery and performance of this Agreement, including the consummation of the transactions contemplated hereby;
- (iii) the certificate described in Section 6.1(c);
- (iv) an assignment and assumption of the Station Contracts;
- (v) an assignment and assumption of the Real Property Leases;
- (vi) domain name transfers assuming the Stations' domain names listed on *Schedule 1.1(e)* following customary procedures of the domain name administrator;
- (vii) good standing certificates issued by the Secretary of State of Buyer's jurisdiction of formation and foreign qualification in the State of New York; and
- (viii) such other documents and instruments of assumption that may be necessary to assume the Assumed Obligations.

ARTICLE 9: SURVIVAL; INDEMNIFICATION

9.1. Survival. The representations and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date whereupon they shall expire and be of no further force or effect, except that if within such period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until resolution. The covenants and agreements in this Agreement shall survive Closing until performed.

9.2. Indemnification.

(a) From and after Closing, Seller shall, jointly and severally, defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer, including claims between the parties to this Agreement, arising out of or resulting from:

- (i) any breach by Seller of its representations and warranties made under this Agreement; or
- (ii) any default by Seller of any covenant or agreement made under this Agreement, except as provided by Section 5.4; or
- (iii) the Retained Obligations; or

(iv) the business or operation of the Stations before Closing, except for the Assumed Obligations.

Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) Seller shall have no liability to Buyer under clause (i) of Section 9.2(a) until Buyer's aggregate Damages exceed \$150,000, after which such threshold amount shall be included in, not excluded from, any calculation of Damages and (ii) the maximum aggregate liability of Seller under clause (i) of Section 9.2(a) shall be an amount equal to 20% of the Purchase Price, except for damages arising from any failure of Seller to have title to the Station Assets being conveyed, in which case no limitation shall apply.

(b) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller, including claims between the parties to this Agreement, arising out of or resulting from:

(i) any breach by Buyer of its representations and warranties made under this Agreement; or

(ii) any default by Buyer of any covenant or agreement made under this Agreement; or

(iii) the Assumed Obligations; or

(iv) the business or operation of the Stations after Closing.

Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) Buyer shall have no liability to Seller under clause (i) of Section 9.2(b) until Seller's aggregate Damages exceed \$150,000, after which such threshold amount shall be included in, not excluded from, any calculation of Damages and (ii) the maximum aggregate liability of Buyer under clause (i) of Section 9.2(b) shall be an amount equal to 20% of the Purchase Price.

9.3. Procedures.

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties that is subject to indemnification hereunder (a "Claim"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's rights or the indemnifying party's obligations except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced, and provided that such notice is given within the time period described in Section 9.1.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel selected by it. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party's cost (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim;

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include the giving by the claimant to the indemnified party of a full release from all liability in respect of such Claim;

(iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel concerning such Claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim; and

(iv) neither party shall have any liability to the other under any circumstances for special, indirect, consequential, punitive or exemplary damages or lost profits or similar damages of any kind, whether or not foreseeable.

(d) All Claims for Damages hereunder not disputed shall be paid by the indemnifying party within 30 days after receiving notice of the Claim. "Disputed Claims" means Claims for Damages by an indemnified party which the indemnifying party objects to in writing within 30 days after receiving notice of such Claim. If there is a Disputed Claim with respect to any Damages, the indemnifying party shall be required to pay the indemnified party the amount of such Damages for which the indemnifying party has, pursuant to a final determination, been found liable within 10 days after there is a final determination with respect to such Disputed Claim. A final determination of a Disputed Claim shall be (i) a judgment of any court determining the validity of a Disputed Claim, if no appeal is pending from such judgment and if the time to appeal therefrom has elapsed; (ii) an award of any mutual arbitration determining the validity of the Disputed Claim, if there is not pending any motion to set aside such award and if the time within which to move to set aside such award has elapsed; (iii) a written termination of the dispute with respect to such Claim signed by the parties or their attorneys; (iv) a written acknowledgment of the indemnifying party that it no longer disputes the validity of the Claim; or (v) such other evidence of a final determination of a Disputed Claim as shall be acceptable to the parties.

9.4. Seller Obligations. Upon Closing, Seller may distribute any or all of the Purchase Price proceeds to its principals (and Seller may elect to liquidate), except that Seller (or an affiliate designated by Seller and approved by Buyer (which approval shall not be unreasonably withheld, delayed or conditioned) who assumes in writing Seller's obligations hereunder) shall either maintain net current assets not subject to Lien with a fair market value not less than 20% of the Purchase Price for a period of six (6) months after Closing and 10% of the Purchase Price for an additional period of six (6) months thereafter, in each case which may be liquidated within a thirty (30) day period, or make other arrangements reasonably acceptable to Buyer and sufficient to enable Seller (or such affiliate) to satisfy Seller's post-Closing indemnification obligations hereunder, if any; provided, however, that if Buyer gives Seller written notice of a claim for Damages prior to the end of either the first six month period or during the total twelve

month period, then such obligation to maintain the required level of assets (or other arrangements) shall continue until such claim is resolved, but in an amount not more than a reasonable estimate of such claimed Damages, with the asset maintenance amount (or other arrangements) reduced accordingly.

ARTICLE 10: TERMINATION AND REMEDIES

10.1. Termination. This Agreement may be terminated prior to Closing as follows:

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of Buyer to Seller if Seller (except as provided by Section 5.4):
 - (i) does not perform in any material respect the obligations to be performed by it under this Agreement on the Closing Date; or
 - (ii) otherwise breaches any of its representations or warranties or defaults in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period (defined below);
- (c) by written notice of Seller to Buyer if Buyer:
 - (i) does not perform in any material respect the obligations to be performed by it under this Agreement on the Closing Date; or
 - (ii) otherwise breaches any of its representations or warranties or defaults in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period; provided, however, that the Cure Period shall not apply to Buyer's obligations under Section 1.5 (Deposit) and to pay the Purchase Price at Closing;
- (d) by written notice of Seller to Buyer or Buyer to Seller if Closing does not occur by November 30, 2012; or
- (e) pursuant to the provisions of Section 5.4(b) or Section 5.10.

The term "Cure Period" as used herein means a period commencing on the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) thirty (30) days thereafter or (ii) the Closing Date determined under Section 1.8; provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the Closing Date determined under Section 1.8, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date determined under Section 1.8.

Except as provided by Section 10.3, the termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, Sections 1.5 (Deposit)

(and Sections 10.2 and 10.3 with respect to the Deposit), 5.1 (Confidentiality), 11.1 (Expenses) and 11.9 (Governing Law) shall survive any termination of this Agreement.

10.2. Specific Performance. In the event of failure or threatened failure by Seller to comply with the terms of this Agreement, Buyer shall be entitled to a decree of specific performance requiring compliance with this Agreement, subject to obtaining any necessary FCC consent. Seller recognizes and stipulates that the Stations and Station Assets to be conveyed hereunder are unique, and that there would be no adequate remedy at law for its failure to comply with the terms of this Agreement. In the event that this Agreement is terminated as a result of the breach of its terms by Buyer, then Seller's sole remedy for Buyer's breach of this Agreement shall be termination of this Agreement and receipt of the liquidated damages amount pursuant to Section 10.3, except for any failure by Buyer to comply with its obligations related to the Deposit or Sections 1.9, 5.1, 5.2 or 5.3, as to which Seller shall be entitled to all available rights and remedies, including without limitation specific performance.

10.3. Liquidated Damages. If Seller terminates this Agreement pursuant to Section 10.1(c), then Buyer shall pay Seller on demand Two Million Dollars (\$2,000,000) by wire transfer of immediately available funds, which shall be satisfied by disbursement to Seller of the Deposit, together with any interest accrued on the Deposit, and such payment shall constitute liquidated damages and the sole remedy of Seller for a breach by Buyer of this Agreement. The parties acknowledge and agree that payment of such amount shall constitute payment of liquidated damages and is not a penalty and that the liquidated damages amount is reasonable in light of the substantial but indeterminate harm anticipated to be caused by Buyer's material breach or default under this Agreement, the difficulty of proof of loss and damages, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transactions to be consummated hereunder.

10.4. Attorney's Fees. In any proceeding brought under the terms of this Agreement, the party that substantially prevails on the merits shall be entitled to receive, in addition to the receipt of any damages or other relief as set forth herein, reasonable attorney's fees and costs incurred in bringing such action.

ARTICLE 11: MISCELLANEOUS

11.1. Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. Buyer shall be solely responsible for all transfer taxes applicable to the transfer of the Station Assets under this Agreement. The filing fee applicable to the request for the FCC Consent under this Agreement shall be paid one-half by Buyer and one-half by Seller.

11.2. Further Assurances. After Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

11.3. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, provided, that Buyer may assign its rights and obligations

under this Agreement to a wholly owned subsidiary of Buyer upon written notice to, but without consent of, Seller, provided further that (i) any such assignment does not delay processing of the FCC Application, grant of the FCC Consent or Closing, (ii) any such assignee delivers to Seller a written assumption of this Agreement, (iii) Buyer shall remain jointly liable to Seller for the performance of Buyer's obligations hereunder, and (iv) Buyer shall be solely responsible for any third party consents necessary in connection therewith (none of which are a condition to Closing). The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

11.4. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller:

c/o Barnstable Corporation
Two Newton Executive Park
Newton, Massachusetts 02462
Attention: President
Facsimile: (617) 630-0960

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

Wiley Rein LLP
1776 K Street, N.W.
Washington, D.C. 20006
Attention: Doc Bodensteiner
Facsimile: (202) 719-7049

if to Buyer:

Connoisseur Media, LLC
136 Main Street, Suite 202
Westport, CT 06880
Attention: Jeffrey D. Warshaw
Facsimile: (203) 227-2373

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

Davis Wright Tremaine LLP
1919 Pennsylvania Avenue, N.W., Suite 800
Washington, D.C. 20006
Attention: David Oxenford
Facsimile: (202) 973.4499

11.5. Amendments. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought.

11.6. Entire Agreement. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject

matter hereof, except any confidentiality agreement among the parties with respect to the Stations, which shall remain in full force and effect. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. Without limiting the generality of the foregoing, Seller makes no representation or warranty to Buyer with respect to any projections, budgets or other estimates of the Stations' revenues, expenses or results of operations, or, except as expressly set forth in Article 2, any other financial or other information made available to Buyer with respect to the Stations.

11.7. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

11.8. No Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

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

11.10 WAIVER OF JURY TRIAL. BUYER AND SELLER EACH WAIVES ALL RIGHT TO TRIAL BY JURY OF ALL CLAIMS, DEFENSES, COUNTERCLAIMS AND SUITS OF ANY KIND DIRECTLY OR INDIRECTLY ARISING FROM OR RELATING TO THIS AGREEMENT, ANY RELATED DOCUMENT DELIVERED IN CONNECTION HERewith, OR THE DEALINGS OF THE PARTIES IN RESPECT HERETO. BUYER AND SELLER EACH ACKNOWLEDGE THAT THIS IS A WAIVER OF A LEGAL RIGHT AND THAT IT MAKES THIS WAIVER VOLUNTARILY AND KNOWINGLY AFTER CONSULTATION WITH, OR THE OPPORTUNITY TO CONSULT WITH, COUNSEL OF ITS CHOICE. BUYER AND SELLER EACH EXPRESSLY AGREE THAT ALL SUCH CLAIMS, DEFENSES, COUNTERCLAIMS AND SUITS SHALL BE TRIED BEFORE A JUDGE OF A COURT OF COMPETENT JURISDICTION, WITHOUT A JURY.


11.11. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

BUYER: CONNOISSEUR MEDIA, LLC

By: 
Name: Jeffrey D. Warsaw
Title: CEO

SELLER: LONG ISLAND BROADCASTING, INC.

By: _____
Name:
Title:

MID-ISLAND BROADCASTING LIMITED PARTNERSHIP

By: _____
Name:
Title:

IW LIMITED LIABILITY COMPANY

By: _____
Name:
Title:

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

BUYER: CONNOISSEUR MEDIA, LLC

By: _____
Name:
Title:

SELLER: LONG ISLAND BROADCASTING, INC.

By: Albert J. Kaneb
Name: Albert J. Kaneb
Title: Vice President

MID-ISLAND BROADCASTING LIMITED PARTNERSHIP

By: Albert J. Kaneb
Name: Albert J. Kaneb
Title: Vice President

IW LIMITED LIABILITY COMPANY

By: Albert J. Kaneb
Name: Albert J. Kaneb
Title: Manager/Member