

Federal Communications Commission Washington, D.C. 20554  <p style="text-align: center;"><b>FCC 314</b></p>	Approved by OMB 3060-0031 (June 2014)	FOR FCC USE ONLY	
<b>APPLICATION FOR CONSENT TO ASSIGNMENT                  OF BROADCAST STATION CONSTRUCTION                  PERMIT OR LICENSE</b>		FOR COMMISSION USE ONLY FILE NO. - 20180119AAK	
Read INSTRUCTIONS Before Filling Out Form			

**Section I - General Information**

1. Legal Name of the Licensee/Permittee CONNOISSEUR MEDIA LICENSES, LLC			
Mailing Address 180 POST ROAD EAST SUITE 201			
City WESTPORT	State or Country (if foreign address) CT	Zip Code 06880 -	
Telephone Number (include area code) 2032271978		E-Mail Address (if available) MIKED@CONNCOS.COM	
FCC Registration Number: 0022419329	Call Sign WDRC	Facility ID Number 7711	
2. Contact Representative (if other than licensee/permittee) DAVID D. OXFENFORD			
Mailing Address 1800 M STREET, N.W. SUITE 800N			
City WASHINGTON	State or Country (if foreign address) DC	ZIP Code 20036 -	
Telephone Number (include area code) 2027834141		E-Mail Address (if available) DOXFENFORD@WBKLAW.COM	
3. Legal Name of the Assignee RED WOLF BROADCASTING CORPORATION			
Mailing Address PO BOX 357 758 COLONEL LEDYARD HIGHWAY			
City LEDYARD	State or Country (if foreign address) CT	ZIP Code 06339 -	
Telephone Number (include area code) 2027471694		E-Mail Address (if available)	
4. Contact Representative (if other than assignee) SCOTT WOODWORTH			
Mailing Address 1875 I STREET, NW, SUITE 500			
City WASHINGTON	State or Country (if foreign address) DC	Zip Code 20006 -	
Telephone Number (include area code) 2027471694		E-Mail Address (if available) SWOODWORTH@EDINGERLAW.NET	
5.			

	<p>If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114):</p> <p><input type="radio"/> Governmental Entity <input type="radio"/> Noncommercial Educational Licensee/Permittee <input type="radio"/> Other</p> <p><input checked="" type="radio"/> N/A (Fee Required)</p>	
6.	<p><b>Purpose of Application:</b></p> <p><input checked="" type="radio"/> Assignment of license</p> <p><input type="radio"/> Assignment of construction permit</p> <p><input type="radio"/> Amendment to pending application</p> <p>File number of pending application: -</p> <p>If an amendment, <b>submit as an Exhibit</b> a listing by Section and Question Number of the portions of the pending application that are being revised.</p>	<p>[Exhibit 1]</p>
7.	<p>Were any of the authorizations that are the subject of this application obtained through the Commission's competitive bidding procedures (see 47 C.F.R. Sections 1.2111(a) and 73.5001)?</p> <p>If yes, list pertinent authorizations in an Exhibit.</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>[Exhibit 2]</p>
8.	<p>a. Were any of the authorizations that are the subject of this application obtained through the Commission's point system for reserved channel noncommercial educational stations (see 47 C.F.R. Sections 73.7001 and 73.7003)?</p> <p>b. If yes to 8(a), have all such stations operated for at least 4 years with a minimum operating schedule since grant pursuant to the point system?</p> <p>If no, list pertinent authorizations in an Exhibit and include in the Exhibit a showing that the transaction is consistent with the holding period requirements of 47 C.F.R. Section 73.7005(a).</p> <p>c. LPFM Licenses Only: Has the assignor held the station license and operated the station for at least three years?</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p><input type="radio"/> Yes <input type="radio"/> No</p> <p>[Exhibit 3]</p> <p><input type="radio"/> Yes <input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p>
9.	<p>a. Were any of the authorizations that are the subject of this application obtained after award of a dispositive Section 307(b) preference using the Tribal Priority, through Threshold Qualifications procedures, or through the Tribal Priority as applied before the NCE fair distribution analysis set forth in 47 C.F.R. § 73.7002(b)?</p> <p>b. If yes to 9(a), have all such stations operated for at least 4 years with a minimum operating schedule since grant?</p> <p>c. If no to 9(b), do both the assignor/transferor and assignee/transferee qualify for the Tribal Priority in all respects?</p> <p>If no, list pertinent authorizations in an Exhibit and include in the Exhibit a showing that the transaction is consistent with the established Tribal Priority holding period restrictions, or that the policy should be waived.</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p><input type="radio"/> Yes <input type="radio"/> No</p> <p><input type="radio"/> Yes <input type="radio"/> No</p> <p>[Exhibit 4]</p>

**Section II - Assignor**

1.	<p><b>Certification.</b> Licensee/permittee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Licensee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
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2. **Authorizations to be Assigned.** List the authorized stations and construction permits to be assigned. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned. Include main stations, FM and/or TV translator stations, LPTV stations, FM and/or TV booster stations.

[Enter Station Information]

List the authorized stations and construction permits to be assigned. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned. Include main stations, FM and/or TV translator stations, LPTV stations, FM and/or TV booster stations.

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
7711	WDRC	-	HARTFORD	CT

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
7718	WDRC-FM	-	HARTFORD	CT

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
1220	WMMW	-	MERIDEN	CT

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
13716	WSNG	-	TORRINGTON	CT

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
138034	W272DO	-	NEW HAVEN	CT

3. **Agreements for Sale of Station.** Licensee/permittee certifies that:  
 a. it has placed in its public inspection file(s) and submitted as an exhibit to this item copies of all agreements for the sale of the station(s);  
 b. these documents embody the complete and final understanding between licensee/permittee and assignee; and  
 c. these agreements comply fully with the Commission's rules and policies.  
**Exhibit Required**

Yes  No  
 [Exhibit 5]

4. **Other Authorizations.** List call signs, locations and facility identifiers of all other broadcast stations in which licensee/permittee or any party to the application has an attributable interest.

N/A  
 [Exhibit 6]

5. **Character Issues.** Licensee/permittee certifies that neither licensee/permittee nor any party to the application has or has had any interest in, or connection with:  
 a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or  
 b. any pending broadcast application in which character issues have been raised.

Yes  No  
 See Explanation in  
 [Exhibit 7]

6. **Adverse Findings.** Licensee/permittee certifies that, with respect to the licensee/permittee and each party to the application, no adverse finding has been made, nor has an adverse final

Yes  No

	action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.	See Explanation in [Exhibit 8]
7.	<b>Local Public Notice.</b> Licensee/permittee certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.	<input checked="" type="radio"/> Yes <input type="radio"/> No
8.	<b>Auction Authorization.</b> Licensee/permittee certifies that more than five years have passed since the issuance of the construction permit for the station being assigned, where that permit was acquired in an auction through the use of a bidding credit or other special measure.	<input type="radio"/> Yes <input type="radio"/> No  <input checked="" type="radio"/> N/A  See Explanation in [Exhibit 9]
9.	<b>Anti-Drug Abuse Act Certification.</b> Licensee/permittee certifies that neither licensee/permittee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No
10.	<b>Anti-Discrimination Certification.</b> Licensee/permittee certifies that neither licensee/permittee nor any party to the application have violated the Commission's prohibition against discrimination on the basis of race, color, religion, national origin or sex in the sale of commercially operated AM, FM, TV, Class A TV or international broadcast stations.	<input checked="" type="radio"/> Yes <input type="radio"/> No  <input type="radio"/> N/A  See Explanation in [Exhibit 10]

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations.

Typed or Printed Name of Person Signing MICHAEL O. DRISCOLL	Typed or Printed Title of Person Signing EXECUTIVE VICE PRESIDENT/CFO
Signature	Date 1/17/2018

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

**Section III - Assignee**

1.	<b>Certification.</b> Assignee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	<input checked="" type="radio"/> Yes <input type="radio"/> No
2.	Assignee is:  <input type="radio"/> an individual <input type="radio"/> a general partnership <input checked="" type="radio"/> a for-profit corporation <input type="radio"/> a limited partnership <input type="radio"/> a not-for-profit corporation <input type="radio"/> a limited liability company (LLC/LC) <input checked="" type="radio"/> other	
	a. If "other", describe nature of applicant in an Exhibit.	[Exhibit 11]
	b. Radio Station applicants only: If the station(s) being assigned is noncommercial educational or LPFM, the assignee certifies that the Commission had previously granted a broadcast application, identified here by file number, that found this assignee qualified as	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A

a noncommercial educational entity with a qualifying educational program, and that the assignee will use the station(s) to advance a program similar to that the Commission has found qualifying in the assignee's previous application.	FCC File Number -																				
c. Radio Station applicants only: Proposed assignees of noncommercial educational or LPFM stations that answered "No" to Question 2(b) must include an exhibit that describes the assignee's educational objective and how the station will be used to advance an educational program that will further that objective according to 47 C.F.R. Section 73.503 (for radio applicants), 47 C.F.R. Section 853 (for LPFM applicants).	[Exhibit 12]																				
3. <b>Agreements for Sale of Station.</b> Assignee certifies that:	<input type="radio"/> Yes <input checked="" type="radio"/> No																				
a. the written agreements in the licensee/permittee's public inspection file and submitted to the Commission embody the complete and final agreement for the sale of the station(s) which are to be assigned; and	See Explanation in [Exhibit 13]																				
b. these agreements comply fully with the Commission's rules and policies.																					
4. <b>Parties to the Application.</b>																					
a. List the assignee, and, if other than a natural person, its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. If a corporation or partnership holds an attributable interest in the assignee, list separately its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. Create a separate row for each individual or entity. Attach additional pages if necessary.																					
(1) Name and address of the assignee and each party to the application holding an attributable interest (if other than individual also show name, address and citizenship of natural person authorized to vote the stock or holding the attributable interest). List the assignee first, officers next, then directors and, thereafter, remaining stockholders and other entities with attributable interests, and partners.	(2) Citizenship. (3) Positional Interest: Officer, director, general partner, limited partner, LLC member, investor/creditor attributable under the Commission's <b>equity/debt plus</b> standard., etc. (4) Percentage of votes. (5) Percentage of total assets (debt plus equity).																				
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<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:40%;">(1) Name and Address</th> <th style="width:10%;">(2) Citizenship</th> <th style="width:15%;">(3) Positional Interest</th> <th style="width:15%;">(4) Percentage of Votes</th> <th style="width:20%;">(5) Percentage of total assets (debt plus equity)</th> </tr> </thead> <tbody> <tr> <td>RED WOLF BROADCASTING CORPORATION, 758 COLONEL LEDYARD HIGHWAY, LEDYARD, CT 06339</td> <td>US</td> <td>ASSIGNEE</td> <td>0</td> <td>0</td> </tr> </tbody> </table>	(1) Name and Address	(2) Citizenship	(3) Positional Interest	(4) Percentage of Votes	(5) Percentage of total assets (debt plus equity)	RED WOLF BROADCASTING CORPORATION, 758 COLONEL LEDYARD HIGHWAY, LEDYARD, CT 06339	US	ASSIGNEE	0	0	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:40%;">(1) Name and Address</th> <th style="width:10%;">(2) Citizenship</th> <th style="width:15%;">(3) Positional Interest</th> <th style="width:15%;">(4) Percentage of Votes</th> <th style="width:20%;">(5) Percentage of total assets (debt plus equity)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	(1) Name and Address	(2) Citizenship	(3) Positional Interest	(4) Percentage of Votes	(5) Percentage of total assets (debt plus equity)					
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(1) Name and Address	(2) Citizenship	(3) Positional Interest	(4) Percentage of Votes	(5) Percentage of total assets (debt plus equity)																	

JOHN FULLER, 758 COLONEL LEDYARD HIGHWAY, LEDYARD, CT 06339	US	PRESIDENT	100	100
(1) Name and Address	(2) Citizenship	(3) Positional Interest	(4) Percentage of Votes	(5) Percentage of total assets (debt plus equity)
BRIAN RHEAUME, 758 COLONEL LEDYARD HIGHWAY, LEDYARD, CT 06339	US	VICE PRESIDENT	0	0

or [Exhibit 14]

b. Assignee certifies that equity interests not set forth above are non-attributable.	<input type="radio"/> Yes <input checked="" type="radio"/> No <input checked="" type="radio"/> N/A  See Explanation in [Exhibit 15]
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5. <b>Other Authorizations.</b> List call signs, locations and facility identifiers of all other broadcast stations in which licensee/permittee or any party to the application has an attributable interest.	<input type="checkbox"/> N/A [Exhibit 16]
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6. **Multiple Ownership.**

a. Is the assignee or any party to the application the holder of an attributable radio or television joint sales agreement or an attributable radio or television time brokerage agreement with the station(s) subject to this application or with any other station in the same market as the station(s) subject to this application?  If "Yes," radio applicants must submit as an Exhibit a copy of each such agreement for radio stations.	<input type="radio"/> Yes <input checked="" type="radio"/> No  [Exhibit 17]
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b. Assignee certifies that the proposed assignment complies with the Commission's multiple ownership rules and cross-ownership rules.  AM and/or FM Radio applicants only: If "Yes," submit an Exhibit providing information regarding the market, broadcast station(s), and other information necessary to demonstrate compliance with 47 C.F.R. § 73.3555(a).  <b>All applicants:</b> If "No," submit as an Exhibit a detailed explanation in support of an exemption from, or waiver of, 47 C.F.R. § 73.3555.	<input checked="" type="radio"/> Yes <input type="radio"/> No  [Exhibit 18]
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c. Assignee certifies that the proposed assignment: 1. does not present an issue under the Commission's policies relating to media interests of immediate family members; 2. complies with the Commission's policies relating to future ownership interests; and 3. complies with the Commission's restrictions relating to the insulation and nonparticipation of non-party investors and creditors.	<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 19]
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d. Does the Assignee claim status as an "eligible entity," that is, an entity that qualifies as a small business under the Small Business Administration's size standards for its industry grouping (as set forth in 13 C.F.R. § 121-201), and holds (1) 30 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet; or (2) 15 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet, provided that no other person or entity owns or controls more than 25 percent of the outstanding stock or partnership interests; or (3) more than 50 percent of the voting power of the corporation that will own the media outlet (if such corporation is a publicly traded company)?	<input type="radio"/> Yes <input checked="" type="radio"/> No  See Explanation in [Exhibit 20]
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<p><b>All applicants:</b> If "Yes," submit as an Exhibit a detailed showing demonstrating proof of status as an eligible entity.</p>	
<p>e. Does this assignment include a grand-fathered cluster of stations?  <b>All applicants:</b> If "Yes", applicant certifies that it will come in compliance by divesting the necessary station(s) within 12 months of the consummation of this transaction to:</p> <p>A. An Eligible Entity (as defined in Item 6d, above).          B. An Irrevocable Trust that will assign the station(s) to an Eligible Entity.</p> <p><b>All applicants:</b> If "Yes" to Item 6e A or B: Submit as an Exhibit a copy of the form of irrevocable trust agreement providing for the assignment of the station(s) to an Eligible Entity.</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p><input type="radio"/> Yes <input type="radio"/> No</p> <p><input type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 21]</p>
<p>7. <b>Character Issues.</b> Assignee certifies that neither assignee nor any party to the application has or has had any interest in, or connection with:</p> <p>a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or          b. any pending broadcast application in which character issues have been raised.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 22]</p>
<p>8. <b>Adverse Findings.</b> Assignee certifies that, with respect to the assignee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 23]</p>
<p>9. <b>Alien Ownership and Control.</b> Assignee certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 24]</p>
<p>10. <b>Financial Qualifications.</b> Assignee certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the station (s) for three months.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>See Explanation in [Exhibit 25]</p>
<p>11. <b>Program Service Certification.</b> Assignee certifies that it is cognizant of and will comply with its obligations as a Commission licensee to present a program service responsive to the issues of public concern facing the station's community of license and service area.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p>12. <b>Auction Authorization.</b> Assignee certifies that where less than five years have passed since the issuance of the construction permit and the permit had been acquired in an auction through the use of a bidding credit or other special measure, it would qualify for such credit or other special measure.</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>See Explanation in [Exhibit 26]</p>
<p>13. <b>Anti-Drug Abuse Act Certification.</b> Assignee certifies that neither assignee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p>14. <b>Equal Employment Opportunity (EEO).</b> If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p><input type="radio"/> N/A</p>

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

Typed or Printed Name of Person Signing JOHN FULLER	Typed or Printed Title of Person Signing PRESIDENT
Signature	Date 1/18/2018

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

**Exhibits**

**Exhibit 5**

**Description:** EXHIBIT 5 - AGREEMENTS

PLEASE SEE ATTACHED REDACTED ASSET PURCHASE AGREEMENT. THE SCHEDULES TO THE ASSET PURCHASE AGREEMENT ARE NOT INCLUDED WITH THIS FILING. THE INFORMATION EXCLUDED CONTAINS PROPRIETARY INFORMATION AND IS NOT GERMANE TO THE COMMISSION'S CONSIDERATION OF THIS INSTANT APPLICATION. SEE LUJ, INC., AND LONG NINE, INC., 17 FCC RCD 16980 (2002).

THESE SCHEDULES WILL BE PROVIDED UPON REQUEST:

- SCHEDULE 1.1(A) FCC LICENSES
- SCHEDULE 1.1(B) TANGIBLE PERSON PROPERTY
- SCHEDULE 1.1(C) REAL PROPERTY
- SCHEDULE 1.1(D) STATION CONTRACTS
- SCHEDULE 1.1(E) INTANGIBLE PROPERTY
- SCHEDULE 1.1(J) ADDITIONAL STATION ASSETS
- SCHEDULE 1.1(J)(A) FCC LICENSES FOR ADDITIONAL STATIONS
- SCHEDULE 1.1(J)(B) TANGIBLE PERSONAL PROPERTY FOR ADDITIONAL STATIONS
- SCHEDULE 1.1(J)(C) OWNED REAL PROPERTY FOR ADDITIONAL STATIONS
- SCHEDULE 1.1(J)(D) ASSUMED CONTRACTS FOR ADDITIONAL STATIONS
- SCHEDULE 1.1(J)(E) INTANGIBLE PROPERTY FOR ADDITIONAL STATIONS
- SCHEDULE 1.2 EXCLUDED ASSETS
- SCHEDULE 1.7 ALLOCATION
- SCHEDULE 2.9 ENVIRONMENTAL REPORTS
- SCHEDULE 5.5 EXCLUDED EMPLOYEES

**Attachment 5**

Description
Escrow Agreement
APA
LMA

**Exhibit 6**

**Description:** OTHER BROADCAST INTERESTS

CONNOISSEUR MEDIA LICENSES, LLC HAS RECENTLY FILED AN FCC FORM 314 TO ASSIGN THE LICENSES OF WWCO(AM) AND W292FI TO TRIGNITION MEDIA, LLC (SEE FILE NUMBER BAL-2018117AAT).

**Attachment 6**



Description
Connoisseur Media Other Broadcast Interests

**Exhibit 13**

**Description:** EXHIBIT 13

SEE EXHIBIT 5

**Attachment 13**

**Exhibit 16**

**Description:** EXHIBIT 16

PARTIES WITH AN ATTRIBUTABLE INTEREST IN RED WOLF BROADCASTING CORPORATION ALSO HAVE AN ATTRIBUTABLE INTEREST IN THE FOLLOWING STATIONS:

- WBW(FM), PAWCATUCK, CT (55404)
- WJF(FM), MONTAUK, NY (189488)
- WMRQ-FM, WATERBURY, CT (72479)
- WTNN(FM), BISTOL, VT (166037)
- WWRX(FM), BRADFORD, RI (58731)
- WSKP(AM), HOPE VALLEY, RI (3068)
- WACM(AM), SPRINGFIELD, MA (60390)
- WSPR(AM), WEST SPRINGFIELD, MA (18717)
- WKKB(FM), MIDDLETOWN, RI (52318)
- WNTY(AM), SOUTHLINGTON, CT (73352)

**Attachment 16**

**Exhibit 18**

**Description:** EXHIBIT 18

WDRC(AM), WDRC-FM AND WMMW(AM) ARE LOCATED IN THE HARTFORD ARBITRON MARKET. THE ASSIGNEE ALSO OWNS WMRQ-FM AND WNTY(AM) IN THIS MARKET. THUS, THE APPLICATION PROPOSES COMMON OWNERSHIP OF 2 FM AND 3 AM STATIONS, WHICH IS PERMISSIBLE IN A MARKET WITH 37 STATIONS. IN ADDITION, ATTACHED IS AN INTERIM CONTOUR OVERLAP ANALYSIS FROM DU TREIL, LUNDIN, AND RACKLEY.

**Attachment 18**

Description
Interim Contour Overlap Analysis
Hartford Arbitron

**FCC MB - CDBS Electronic Filing**  
**Application Reference Number: 20180119AAK**  
**Successfully filed at Jan 19 2018 2:28PM**

**A Fee Payment is Required for this application. The Total Fee is \$4435.**

You can use the FCC's Electronic Form 159 System to pay electronically and/or to print out an appropriate Form 159. Press the button below now or return to this screen later by pressing the "Pay Fee" button on the CDBS Main Menu/ Informal Menu. See the [CDBS User's Guide](#) for more information about fee payment.

[Electronic Form 159](#)

[Return to Main Menu](#)

[Logout](#)

Payment must be received by US Bank within 14 (calendar) days of the date that the application is officially received by the Media Bureau's electronic filing system (indicated by the reference number above). This deadline applies to any payment submission method (electronic or via a paper check). If payment is not received in time, the filed application will be considered to be **not paid** and will therefore not be processed by the MB.

## ESCROW AGREEMENT

This Escrow Agreement ("Agreement") is made and entered into as of January 12, 2018, by and among CONNOISSEUR MEDIA OF CONNECTICUT, LLC, a Delaware limited liability company ("Seller"), and RED WOLF BROADCASTING CORPORATION, a Connecticut corporation ("Buyer") and WASHINGTONFIRST BANK, N.A. located in Washington, D.C. ("Escrow Agent").

### *WITNESSETH:*

**WHEREAS**, pursuant to an Asset Purchase Agreement dated as of January 12, 2018 between Buyer, Seller and Seller's affiliate (the "Purchase Agreement"), Buyer will acquire from Seller certain assets used to operate radio stations WDRC(AM), Hartford, CT (FCC ID 7711), WDRC-FM, Hartford, CT (FCC ID 7718), WMMW(AM), Meriden, CT (FCC ID 1220), WSNG(AM), Torrington, CT (FCC ID 13716) and W272DO, New Haven, CT (FCC ID 138034).

**WHEREAS**, pursuant the Purchase Agreement, Buyer has agreed to deposit the sum of One Million and 00/100 Dollars (\$1,000,000) into escrow to be held by Escrow Agent pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment. On the terms and conditions set forth herein, Escrow Agent shall act as escrow agent and, as such, receive, administer and dispose of the sum of One Million and 00/100 Dollars (\$1,000,000) deposited by Buyer with Escrow Agent on the date hereof (the "Escrow Deposit"). The Escrow Agent shall invest the Escrow Deposit in an interest bearing checking account, savings account, money market fund or treasury securities, as directed by Buyer from time to time.

2. Rights, Duties and Immunities of Escrow Agent.

(a) Acceptance by Escrow Agent of its duties under this Agreement is subject to the following terms and conditions, which all parties to this Agreement hereby agree shall govern and control the rights, duties and immunities of Escrow Agent:

(i) Escrow Agent undertakes to perform such duties and only such duties as are expressly set forth herein, and no implied agreements or obligations shall be read into this Agreement against Escrow Agent;

(ii) Escrow Agent shall not be responsible in any manner whatsoever for any failure or inability of Buyer, or of anyone else, to deliver moneys to Escrow Agent or otherwise to honor any of the provisions of this Agreement, the Purchase Agreement or any other agreement;

(iii) Seller and Buyer jointly shall, within ten (10) days following demand, reimburse and indemnify Escrow Agent for, and hold it harmless from and against, any loss, liability or expense, including but not limited to reasonable counsel fees, arising out of or in connection with its acceptance of, or the performance of its duties and obligations under, this Agreement, except for losses, liabilities and expenses caused by the bad faith, willful misconduct or gross negligence of Escrow Agent. Escrow Agent shall in no event be liable in connection with its investment or reinvestment of any amount held by it hereunder in good faith in accordance with the terms hereof, including, without limitation, any liability for any delays not resulting from its gross negligence or willful misconduct or any loss of interest incident to any such delays;

(iv) Escrow Agent shall be fully protected in acting on and relying upon any written notice, direction, request, waiver, consent, receipt or other paper or document which Escrow Agent in good faith believes to have been signed or presented by the proper party or parties;

(v) Escrow Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake of fact or law, or for anything that it may do or refrain from doing in connection herewith, except its own bad faith, willful misconduct or gross negligence;

(vi) Escrow Agent shall receive for its services as escrow agent hereunder, the sum of Two Hundred Dollars (\$200), which cost shall be shared between Buyer and Seller.

(vii) Escrow Agent makes no representation as to the validity, value, genuineness, or collectability of any security, document or instrument held by or delivered to it; and

(viii) no provisions of this Agreement shall require Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(b) Subject to the provisions of Section 3 hereof, if a controversy arises between one or more of the parties hereto as to whether or not or to whom Escrow Agent shall deliver the Escrow Deposit or as to any other matter arising out of or relating to the Escrow Deposit or this Agreement, Escrow Agent shall not be required to determine the same and shall not make any delivery of the Escrow Deposit but shall retain it until the rights of the parties to the dispute shall have finally been determined by written agreement among the parties in dispute or by final order of a court of competent jurisdiction; provided, however, that the time for appeal of any such final order has expired without an appeal having been made. Escrow Agent shall deliver the Escrow Deposit within two (2) business days after Escrow Agent has received written

notice of any such agreement or final order (accompanied by an affidavit that the time for appeal has expired without an appeal having been made). Escrow Agent shall be entitled to assume that no such controversy has arisen unless it has received a written notice that such a controversy has arisen which refers specifically to this Agreement and identifies by name and address the adverse claimants in the controversy; provided, however, that Escrow Agent shall not be bound by any such notice unless it is received before Escrow Agent delivers the Escrow Deposit or takes any action that, but for the notice referred to in this sentence, is permitted hereunder. If a controversy of the type referred to in this paragraph arises, Escrow Agent may, in its sole discretion (but shall not be obligated to), commence interpleader or similar actions or proceedings for determination of the controversy.

3. Release of Escrow Deposit. Escrow Agent shall hold the Escrow Deposit until it delivers such Escrow Deposit as follows: Escrow Agent shall disburse the Escrow Deposit and earnings thereon in accordance with any joint written instructions received by Escrow Agent executed by Buyer and Seller.

4. Successor Escrow Agent.

(a) Escrow Agent (and any successor escrow agent) may at any time resign by delivering five (5) business days advance written notice to Seller and Buyer. Escrow Agent shall deliver the Escrow Deposit to any successor escrow agent jointly designated in writing by Buyer and Seller, whereupon Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Agreement. The resignation of Escrow Agent shall take effect on the earlier of the appointment of a successor escrow agent or the date which is five (5) business days after the date of delivery of Escrow Agent's written notice of resignation to the other parties hereto. In the event that a successor Escrow Agent has not been appointed at the expiration of such five (5) business day period, Escrow Agent's sole responsibility hereunder shall be the safekeeping of the Escrow Deposit and to deliver such Escrow Deposit as may be specified in a written agreement signed by all the other parties to this Agreement or as any court of competent jurisdiction may order.

(b) If Escrow Agent receives a written notice from Seller and Buyer stating that they have selected another escrow agent, Escrow Agent shall deliver the Escrow Deposit to the successor escrow agent named in the aforesaid notice within five (5) days.

5. Miscellaneous.

(a) This Agreement may be executed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Agreement may be executed and exchanged by facsimile or electronic transmission with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

(b) This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No persons other than the parties hereto shall have any rights under or by reason of this Agreement.

(c) All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be sent for next business day delivery by USPS Express Mail, Federal Express or similar nationally-recognized overnight courier service with all charges prepaid, and shall be deemed to have been duly delivered and received on the first business day of attempted delivery, addressed as follows (or at such other address for a party as shall be specified by like notice). Notices given by e-mail or facsimile will not be effective unless and until sent for hard copy overnight delivery:

If to **Seller**, then to: Connoisseur Media of Connecticut, LLC  
180 Post Road East, Suite 201  
Westport, CT 06880  
Attn: Jeffrey D. Warshaw, CEO  
jeffw@connco.com

with a copy (which shall not constitute notice) to: Wilkinson Barker Knauer LLP  
1800 M Street, NW  
Suite 800N  
Washington, D.C. 20036  
Attn: Paige Fronabarger  
pfronabarger@wbklaw.com

If to **Buyer**, then to: Red Wolf Broadcasting Corporation  
P.O. Box 357  
758 Colonel Ledyard Highway  
Ledyard, CT 06339  
Attention: John Fuller

with a copy (which shall not constitute notice) to: Edinger Associates PLLC  
1875 I Street, N.W., Suite 500  
Washington, D.C. 20006  
Attention: Scott Woodworth

If to **Escrow Agent**, then to: WashingtonFirst Bank  
NMLS ID #1063301  
1146 19th Street, NW  
Washington, DC 20036  
Attention: Anna Massey  
E:Mail: amassey@wfbi.com

Notwithstanding the foregoing, the parties agree that at the closing of the transaction, Buyer and Seller may send the Escrow Agent a PDF copy of joint escrow release instructions signed by both parties and such notification shall be deemed properly given if Escrow Agent replies confirming receipt of same.

(d) The headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning of interpretation of this Agreement.

(e) Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

(f) No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by each of the parties hereto, and any waiver shall be effective only in the instance and for the purpose for which given.

(g) This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to principles of conflicts of law.

(h) This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ESCROW AGREEMENT

**WITNESS WHEREOF**, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

**Buyer:**

**RED WOLF BROADCASTING CORPORATION**

By: 

Name: John Fuller  
Title: President

**Seller:**

**CONNOISSEUR MEDIA OF CONNECTICUT, LLC**

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

Name: Michael O. Driscoll  
Title: Executive Vice President and CFO

**Escrow Agent:**

**WASHINGTONFIRST BANK**

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

Name: Michael M. Amin  
Title: Senior Vice President



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By: \_\_\_\_\_  
Name: John Fuller  
Title: President

**Seller:**

**CONNOISSEUR MEDIA OF CONNECTICUT, LLC**

By: Michael O. Driscoll  
Name: Michael O. Driscoll  
Title: Executive Vice President and CFO

**Escrow Agent:**

**WASHINGTONFIRST BANK**

By: \_\_\_\_\_  
Name: Michael M. Amin  
Title: Senior Vice President

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Name: John Fuller  
Title: President


**Seller:**

**CONNOISSEUR MEDIA OF CONNECTICUT, LLC**

By: \_\_\_\_\_  
Name: Michael O. Driscoll  
Title: Executive Vice President and CFO

**Escrow Agent:**

**WASHINGTONFIRST BANK**

By:   
Name: Michael M. Amin  
Title: Senior Vice President

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of January 12, 2018, between Connoisseur Media of Connecticut, LLC ("CMC") and Connoisseur Media Licenses, LLC ("CML" and together with CMC, "Sellers"), each Delaware limited liability companies and Red Wolf Broadcasting Corporation, a Connecticut corporation ("Buyer").

### Recitals

A. Sellers own and operate the following radio broadcast stations (the "Stations") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC"):

WDRC(AM), Hartford, CT (FCC ID 7711)  
WDRC-FM, Hartford, CT (FCC ID 7718)  
WMMW(AM), Meriden, CT (FCC ID 1220)  
WSNG(AM), Torrington, CT (FCC ID 13716)  
W272DO, New Haven, CT (FCC ID 138034)

B. Sellers also own and operate the following radio broadcast stations (the "Additional Stations") pursuant to certain authorizations issued by the FCC:

WWCO(AM), Waterbury, CT (FCC ID 40878)  
New FM Translator, Waterbury, CT (FCC ID 200742)

C. Sellers have an understanding with a third-party for the purchase of the Additional Stations (the "Additional Stations APA").

D. Buyer and CML desire to enter into a Local Programming and Marketing Agreement as further described in Section 1.11 hereof prior to Closing.

E. Pursuant to the terms and subject to the conditions set forth in this Agreement, Sellers desire to sell to Buyer, and Buyer desires to purchase from Sellers, the Station Assets.

### 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: SALE AND PURCHASE

1.1 Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (defined below), Sellers shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Sellers, all right, title and interest of Sellers in and to all assets, properties, interests and rights of Sellers, real and personal, tangible and intangible, that are used or held for use in the operation of the Stations, including the Additional Stations if the Additional

Stations are not sold pursuant to the Additional Stations APA, except the Excluded Assets (defined below) (the "Station Assets"), including without limitation the following:

(a) all licenses, permits and other authorizations issued to Sellers 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 (defined below);

(b) all of Sellers' 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 (the "Tangible Personal Property"), including without limitation those items listed on *Schedule 1.1(b)*;

(c) all of Sellers' 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) all agreements entered into in the ordinary course of business for the sale of advertising time on the Stations for cash that are cancelable without penalty that exist at Closing, and all other operating contracts, agreements and leases that are used in the operation of the Stations and listed on *Schedule 1.1(d)* attached hereto (the "Station Contracts");

(e) all of Sellers' rights in and to the Stations' call letters and Sellers' rights in and to the trademarks, trade names, service marks, copyrights, computer software, programs and programming material, jingles, slogans, logos, and other intangible property that is used or held for use in the operation of the Stations, including without limitation those listed on *Schedule 1.1(e)* attached hereto (the "Intangible Property");

(f) all interests of Sellers in all programs and programming materials and elements of whatever form or nature used or held for use in the operation of the Stations, whether recorded on tape or any other substance or intended for live performance, and whether completed or in production, and all related common-law and statutory copyrights used or held for use in the operation of the Stations;

(g) Sellers' rights in and to all the files, documents, records, and books of account (or copies thereof) relating to the operation of the Stations, including the Stations' local public files, programming information and studies, blueprints, technical information and engineering data, advertising studies, marketing and demographic data, sales correspondence, lists of advertisers, credit and sales reports, and logs;

(h) all deposits, prepaid expenses which exist at Closing and for which Seller receives a credit pursuant to Section 1.6 and claims (including warranty claims) which exist at Closing;

(i) Sellers' goodwill in, and the going concern value of, the Stations; and

(j) all assets listed on *Schedule 1.1(j)* related to the Additional Stations in the event the Additional Stations are transferred to Buyer as provided herein (“Additional Station Assets”).

On the Closing Date, Buyer shall assume (i) the obligations of Seller arising on or after the Closing Date under the Station Contracts, (ii) the obligations of Buyer described in Section 5.5, and (iii) any other liabilities of Sellers for which Buyer receives a credit under Section 1.6 (collectively, the “Assumed Obligations”). The Station Assets (and the Additional Station Assets if transferred hereunder) shall be transferred to Buyer at Closing free and clear of liens, claims and encumbrances (“Liens”) except for (w) the Assumed Obligations, (x) statutory liens for taxes not yet due and payable and, (y) Liens that will be released at Closing; and (z) with respect to the Owned Real Property (defined below) those easements, rights of way, reservations and restrictions which do not in any material respect detract from the value of the property subject thereto or impair the use thereof in the business and operation of the Stations (collectively, “Permitted Encumbrances”). If Buyer acquires the Additional Stations, Buyer shall assume the contracts included in the Additional Station Assets listed in *Schedule 1.1(j)* (“Additional Station Contracts”) at the Additional Station Closing.

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets (and the Additional Station Assets, if applicable), shall not include the assets described in *Schedule 1.2* (the “Excluded Assets”).

1.3 Retained Liabilities. Except for the Assumed Obligations, Buyer does not assume and will not be deemed by execution and delivery of this Agreement or any agreement, instrument or document delivered pursuant to or in connection with this Agreement or otherwise by reason of the consummation of the transactions contemplated hereby, to have assumed, any liabilities, obligations or commitments of Sellers of any kind, whether or not disclosed to Buyer, including, without limitation, any liability or obligation of Sellers under any contracts not included in the Station Contracts (the “Retained Liabilities”).

1.4 Purchase Price. The purchase price to be paid for the Station Assets shall be the sum of Eight Million Dollars (\$8,000,000), subject to adjustment pursuant to Section 1.6 (the “Purchase Price”). The Purchase Price shall be paid at Closing in cash in immediately available funds pursuant to the written instructions of Sellers to be delivered by Sellers to Buyer at least three (3) business days prior to Closing. Buyer shall not be required to pay any additional consideration (other than the Purchase Price) in the event Buyer acquires the Additional Stations as provided herein.

1.5 Deposit. Concurrent with the execution of this Agreement, Buyer is depositing the sum of One Million Dollars (\$1,000,000) (the “Deposit”) with Washington First Bank, NA (the “Escrow Agent”) pursuant to an Escrow Agreement of even date herewith among Buyer, Sellers and the Escrow Agent. At Closing, the Deposit shall be disbursed to Sellers and applied to the Purchase Price (and any interest accrued thereon shall be disbursed to Buyer). If this Agreement is terminated by Sellers pursuant to Section 10.1(c), then the Deposit shall be disbursed to Sellers as liquidated damages and the sole and exclusive remedy of Sellers. Sellers hereby waive all other legal and equitable remedies it may otherwise have as a result of any breach or default by Buyer under this Agreement. If this Agreement is terminated for any other

reason, 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 accrued thereon to the party or parties entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement.

1.6 Prorations. Subject to the provisions in the LMA, the operation of the Stations and the income and operating expenses attributable thereto until 11:59 p.m. on the date preceding the day of Closing (the "Adjustment Time") shall be for the account of Sellers and thereafter for the account of Buyer, and income and expenses shall be prorated between Sellers and Buyer as of the Adjustment Time in accordance with generally accepted accounting principles, and the Purchase Price shall be adjusted accordingly. Such prorations shall include all property taxes (except transfer taxes as provided by Section 11.2), music and other license fees, utility expenses, rent and other amounts under Station Contracts and similar prepaid and deferred items. Sales commissions related to the sale of advertisements broadcast on the Stations prior to the LMA Commencement Date shall be the responsibility of Sellers, and sales commissions related to the sale of advertisements broadcast on the Stations from and after the LMA Commencement Date 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 after Closing. To the extent that any Station Assets are assigned, any Assumed Obligations are assumed, or assets and liabilities are prorated, paid or reimbursed under the LMA, any obligation of Sellers under this Agreement to assign such Station Assets, of Buyer to assume such Assumed Obligations, or of the parties to prorate such assets and liabilities shall be deemed to have been satisfied prior to Closing. Notwithstanding the foregoing, with respect to trade, barter or similar agreements for the sale of time for goods or services that are included in the Station Contracts if at the LMA Commencement Date (i) the Stations have a negative barter balance in excess of twenty-five thousand dollars (\$25,000) (*i.e.*, the amount by which the value of air time to be provided by the Stations from and after the Closing exceeds the fair market value of corresponding goods and services to be received by the Stations from and after Closing), then the excess of such balance shall be treated as prepaid time sales and adjusted for as a proration in Buyer's favor, or (ii) the Stations have a positive barter balance, then there shall be no proration or adjustment for such balance.

1.7 Allocation. The Purchase Price shall be allocated among the Station Assets as set forth on *Schedule 1.7* attached hereto. Buyer and Sellers shall each file its federal income tax returns and its other tax returns reflecting such allocation.

1.8 Closing. The consummation of the sale and purchase of the Station Assets pursuant to this Agreement (the "Closing") shall take place on the date ten (10) days after the date that the FCC Consent (defined below) is initially granted, subject to the satisfaction or waiver of the last of the conditions required to be satisfied or waived pursuant to Articles 6 or 7 below (other than those requiring a delivery of a certificate or other document, or the taking of other action, at the Closing). The date on which the Closing is to occur is referred to herein as the "Closing Date."

1.9 FCC Consent. No later than five (5) days after the date of this Agreement, Buyer and Sellers shall file an application (the "FCC Application") requesting FCC consent to the

assignment of the FCC Licenses from Sellers to Buyer (the “FCC Consent”). Sellers and Buyer shall diligently prosecute the FCC Application. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Application, and shall furnish all information required by the FCC.

1.10 Additional Stations. In the event the Additional Stations APA is terminated without a closing under the Additional Stations APA, then within ten (10) business days of the date of such termination, the parties shall file another assignment application with the FCC to assign the FCC licenses for the Additional Stations to Buyer (“Additional Stations FCC Application”) and within ten (10) days after the FCC grants the FCC consent for the Additional Stations FCC Application, Sellers shall transfer the Additional Station Assets to Buyer for no additional consideration and the Additional Stations and Additional Station Assets shall be included in the definition of Stations and Station Assets, provided, however any representation given for the Additional Stations or Additional Station Assets shall be limited or qualified as provided herein. In the event the Additional Stations APA is consummated, Sellers shall not be required to assign the Additional Stations or the Additional Station Assets to Buyer and the Additional Stations and the Additional Station Assets shall at that time be considered Excluded Assets. This section shall survive the Closing under this Agreement until either the Additional Stations APA is consummated or until the Additional Stations and the Additional Station Assets are transferred to Buyer. In the event that the Additional Stations APA closes, neither Seller nor any of its affiliates shall purchase or operate the Additional Stations for a period of five (5) years after Closing.

1.11 LMA. Concurrently with the execution of this Agreement Buyer and CML are entering into a Local Programming and Marketing Agreement (the “LMA”) which will commence on January 15, 2018 (“LMA Commencement Date”). Notwithstanding anything contained herein to the contrary, neither Buyer nor Sellers shall be deemed to have breached any of its representations, warranties, covenants, or agreements contained herein or to have failed to satisfy any condition precedent to the obligation of the other party to perform under this Agreement (nor shall either party have any liability or responsibility to the other in respect of any such representations, warranties, covenants, agreements, or conditions precedent), in each case, to the extent that the inaccuracy of any such representations, the breach of any such warranty, covenant or agreement, or the inability to satisfy any such condition precedent arises out of or otherwise directly relates to (i) any actions taken by or under the authorization of the other party (or any of its respective officers, directors, employees, agents, or representatives) in connection with the other party’s performance of its rights or obligations under the LMA, or (ii) the failure of the other party to perform any of its obligations under the LMA.

1.12 Receivables. Subject to the provisions of the LMA, from the date hereof until the date which is ninety (90) days following Closing, (the “Collection Period”), Buyer shall use commercially reasonable efforts to collect the A/R (as defined in *Schedule 1.2*) in the same manner that Buyer collects its own accounts receivable, provided, however, that Buyer shall be under no obligation to commence litigation or legal action or take any other extraordinary action to effect collection. Buyer shall remit such collections to Sellers on a monthly basis within twenty (20) days after the end of any calendar month during the Collection Period. Buyer will not withhold commissions payable to any employees from the collected A/R (which commissions shall be the sole responsibility of Sellers consistent with Sellers’ commission

practices). Sellers shall not attempt to collect any of the A/R during the Collection Period. Buyer may deposit any checks made out to Sellers. If Sellers receive a payment from an account debtor of the Stations, Sellers shall promptly notify Buyer thereof. At the end of the Collection Period, Buyer shall turn back to Sellers any uncollected A/R and Buyer shall have no further obligation with respect to the A/R.

### 1.13 Shared Contracts.

(a) Some of the Station Contracts may be used in the operation of multiple stations or other business units (the "Shared Contracts") as disclosed on *Schedule 1.1(d)*. Except as provided by *Schedule 1.1(d)*, the rights and obligations under the Shared Contracts shall be equitably allocated among stations and such other business units in a manner reasonably determined by Sellers in accordance with the following equitable allocation principles:

- (i) any allocation set forth in the Shared Contract shall control;
- (ii) if none, then any allocation previously made by Sellers in the ordinary course of Station operations shall control;
- (iii) if none, then the quantifiable proportionate benefit to be received by the parties after Closing shall control; and
- (iv) if not quantifiable, then reasonable accommodation shall control.

(b) Buyer shall cooperate with Sellers (and any third party designated by Sellers) in such allocation, and the Station Contracts (and Assumed Obligations) will include only Buyer's allocated portion of the rights and obligations under the Shared Contracts (without need for further action and whether such allocation occurs before or after Closing). If designated by Sellers, such allocation will occur by termination of the Shared Contract and execution of new contracts. Buyer's allocated portion of the Shared Contracts will not include any group discounts or similar benefits specific to Sellers or its affiliates. Completion of documentation of any such allocation is not a condition to Closing.

## ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Sellers represent and warrants to Buyer as follows:

2.1 Organization. Sellers are duly organized, validly existing and in good standing in the State of Delaware and CMC is qualified to do business in the State of Connecticut. Sellers have the requisite power and authority to own and operate the Stations (and the Additional Stations if applicable), to carry on the Stations' (and the Additional Stations if applicable) business as now conducted by it, and to execute, deliver and perform this Agreement and the documents to be made pursuant hereto.

2.2 Authorization. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of Sellers (the "Seller Authorization") and do not require any further



authorization or consent of Sellers. This Agreement and the documents to be made pursuant hereto are legal, valid and binding agreements of Sellers enforceable in accordance with their respective 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 Sellers of this Agreement and the documents to be made pursuant hereto does not conflict with any organizational documents of Sellers or any law, judgment, order, or decree to which Sellers are subject, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent, and except for counter-party consent to assign those Station Contracts designated on *Schedule 1.1(d)* (or on *Schedule 1.1(j)*) with respect to the Additional Stations to the extent assigned hereunder).

2.4 FCC Licenses.

(a) Sellers hold the FCC Licenses listed and described on *Schedule 1.1(a)* (and on *Schedule 1.1(j)*) with respect to the Additional Stations). Such FCC Licenses constitute all of the authorizations required under the Communications Act of 1934, as amended (the "Communications Act"), or the rules, regulations and policies of the FCC for the present operation of the Stations. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending or threatened any action by or before the FCC to revoke, suspend, cancel, rescind or modify any of the FCC Licenses (other than proceedings relating to FCC rules of general applicability), and there is no order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint pending or threatened against Sellers or the Stations (or the Additional Stations) by or before the FCC. Sellers and the Stations (and the Additional Stations) are in compliance with the FCC Licenses, the Communications Act, and the rules, regulations and policies of the FCC.

(b) Sellers and the Station Assets (and the Additional Station Assets) are in material compliance with all rules and regulations of the Federal Aviation Administration applicable to the Stations. All material reports and filings required to be filed with, and all regulatory fees required to be paid to, the FCC by Sellers with respect to the Stations (and Additional Stations) have been filed and paid. All such reports and filings are accurate and complete. Sellers maintain public files for the Stations (and Additional Stations) as required by FCC rules.

2.5 Taxes. Sellers have, 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 in connection with the Stations' (or Additional Stations') business, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable, except where the failure to pay such taxes or file such return would not reasonably be expected to have a material impact on the Station Assets or Additional Station Assets.

2.6 Personal Property. *Schedule 1.1(b)* contains a list of all material items of Tangible Personal Property included in the Station Assets. *Schedule 1.1(j)* lists all material items of Tangible Personal Property included in the Additional Station Assets. Each item of Tangible Personal Property is in good operating condition and repair, is free from material defect or damage, is functioning in the manner and purposes for which it was intended, and has been maintained in accordance with industry standards. Notwithstanding the foregoing, Buyer only represents with respect to the Tangible Personal Property used to operate radio stations WMMW(AM), Meriden, CT (FCC ID 1220), WSNB(AM), Torrington, CT (FCC ID 13716) and the Additional Stations (collectively, "Non-Material Stations") that the Tangible Personal Property used to operate the Non-Material Stations is in operating condition and repair.

2.7 Real Property. *Schedule 1.1(c)* contains a description of all real property used or held for use in the business or operation of the Stations. Sellers own fee simple title to the owned Real Property ("Owned Real Property") free and clear of Liens other than Permitted Encumbrances. *Schedule 1.1(c)* includes a description of any lease or similar agreement under which Sellers are lessee or licensee of, or holds, uses or operates, any real property in the business or operation of the Stations (the "Real Property Leases"). The Owned Real Property includes, and the Real Property Leases provide, sufficient access to the Stations' facilities without need to obtain any other access rights. No part of any Real Property is subject to any pending or threatened suit for condemnation or other taking by any public authority. All buildings and other improvements included in the Real Property associated with the Stations other than the Non-Material Stations are in good operating condition and repair, and free from material defect or damage, and comply with applicable zoning, health and safety laws and codes. All buildings and other improvements included in the Real Property associated with the Non-Material Stations are in operating condition and repair and materially comply with applicable zoning, health and safety laws and codes. Sellers have delivered to Buyer copies of all title insurance policies in its possession that are applicable to the Real Property.

2.8 Contracts. *Schedule 1.1(d)* (and *Schedule 1.1(j)* with respect to the Additional Stations, if applicable) contains a list of all contracts used in the operation of the Stations (and Additional Stations), including Shared Contracts. Each of the Station Contracts (including without limitation each Real Property Lease and the Additional Station Contracts, if applicable) is in effect and is binding upon Sellers and, to Sellers' knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Sellers have performed its obligations under each of the Station Contracts (and the Additional Station Contracts if applicable) in all respects, and are not in default thereunder, and to Sellers' knowledge, no other party to any of the Station Contracts is in default thereunder. Complete and correct copies of each Station Contract (including each Real Property Lease), together with all amendments thereto, have been delivered to Buyer by Sellers.

2.9 Environmental. Except as disclosed in the environmental reports described in *Schedule 2.9* ("Environmental Reports") hereof which have been made available to Buyer prior to the date hereof,

(a) no hazardous or toxic substance or waste (including without limitation petroleum products or petroleum by-products) or any other material regulated under any

applicable environmental, health or safety law (each a “Contaminant”) has been generated, stored, or transported on, in, from or to the assets or properties of the Stations (and the Additional Stations if applicable) except, in each case, *de minimis* amounts used in the ordinary course of business and in compliance with applicable law;

(b) no Contaminant has been spilled, leaked, disposed of, or released (each a “Release”) on, in, from, under, or to the assets or properties of the Stations (and the Additional Stations, if applicable).

(c) neither the Stations (or the Additional Stations if applicable) nor any of the assets or properties of the Stations (or Additional Stations if applicable) are subject to any order from or agreement with any governmental authority or private party regarding any Contaminant or Release;

(d) neither the Stations (or the Additional Stations if applicable) nor any of the assets or properties of the Stations (or Additional Stations if applicable) include any underground storage tanks or surface impoundments, any asbestos containing material, any lead-based paint, or any polychlorinated biphenyls (“PCBs”);

(e) Sellers have not received, and do not otherwise have knowledge of, in respect of the Stations (and Additional Stations if applicable) or any assets or properties of the Stations (and Additional Stations if applicable) any notice or claim (actual or threatened) to the effect that it is or may be liable as a result of the storage, transportation, generation or Release of a Contaminant;

(f) Neither the Stations, the Additional Stations nor any of its assets or properties is the subject of any investigation by any governmental authority with respect to the storage, transportation, generation or Release of a Contaminant;

(g) Neither the Stations, the Additional Stations, nor any of the properties of the Stations or the Additional Stations are Establishments, as such term is defined by Connecticut General Statutes § 22a-134, et. seq.; and

(h) There have been no material changes to the operations occurring at the Stations and the Additional Stations since the date of the Environmental Reports.

2.10 Intangible Property. Sellers have all right, title and interest in and to all trademarks, service marks, trade names, copyrights and all other intangible property necessary to the conduct of the Stations as presently operated. *Schedule 1.1(e)* (and *Schedule 1.1(j)*) with respect to the Additional Stations, if applicable) contains a description of all Intangible Property. Sellers have received no notice of any claim that any Intangible Property or the use thereof conflicts with, or infringes upon, any rights of any third party (and there is no basis for any such claim of conflict). The Stations (and Additional Stations if applicable) have the exclusive right to use the Intangible Property. No programming or other material used or broadcast by the Stations (and Additional Stations if applicable) infringes upon any copyright, patent or trademark of any other party.

2.11 Employees. Except with respect to the Excluded Employees, Sellers have provided to Buyer a list of all of the Stations' employees, which shall include but not be limited to, all Station employees involved in the sale of advertising on the Stations, and their position and rate of compensation, and a description of all of Sellers' employee benefit plans (the "Employment Schedule"). Sellers have complied 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, and is not liable for any arrears of wages or any taxes or penalties for failure to comply with any of the foregoing. There is no unfair labor practice charge or complaint against Sellers in respect of the Stations' business pending or threatened before any court or governmental authority, and there is no strike, dispute, request for representation, slowdown or stoppage pending or threatened in respect of the Stations' business.

2.12 Station Assets. Except for the Excluded Assets, the Station Assets (and Additional Station Assets) constitute all material assets used or held for use in the business or operation of the Stations (and Additional Stations, if applicable). Sellers have good and marketable title to the Station Assets (and Additional Station Assets if applicable), free and clear of Liens, except for Permitted Encumbrances. At Closing, Sellers will transfer to Buyer good and marketable title to the Station Assets, free and clear of Liens, except for Permitted Encumbrances. Sellers maintain sufficient insurance policies with respect to the Stations and the Station Assets and will maintain such policies in full force and effect until Closing. In the event there is an Additional Station Closing, then at such Additional Station Closing, Sellers will transfer to Buyer good and marketable title to the Additional Station Assets, free and clear of Liens, except for Permitted Encumbrances.

2.13 Compliance with Law. Sellers have complied with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the Stations or the Station Assets (and the Additional Stations or Additional Stations Assets) except where the failure to comply would not reasonably be expected to have a material impact on the Station Assets or Additional Station Assets. There is no action, suit or proceeding pending or threatened against Sellers in respect of the Stations or the Station Assets (or the Additional Stations or the Additional Station Assets if applicable). To Sellers' knowledge, there are no claims or investigations pending or threatened against Sellers in respect of the Stations or the Station Assets (or the Additional Stations or Additional Station Assets).

2.14 Financial Statements. Sellers have provided to Buyer copies of the internal Broadcast Cash Flow statements and balance sheets for the operations of WDRC-AM and WDRC-FM (i) as of the two most recent calendar years (2015 and 2016), and the operations included in these internal statements have been incorporated in the audited financial statements for Sellers ultimate parent company, and (ii) for the most recent year to date period ending November 2017 (collectively, the "Financial Statements"). Such Financial Statements (i) are intended to show the results of the operations of WDRC-AM and WDRC-FM only, and do not include the results of any other Stations or the Additional Stations, including the translator and (ii) have been prepared in accordance with generally accepted accounting principles consistently applied and present fairly the results of operations of WDRC-AM and WDRC-FM for the respective periods covered thereby except that they do not include barter revenue or expenses,

depreciation or amortization expenses, corporate overhead expenses, interest expense and certain other non-cash expenses and any footnotes that would be required.

2.15 No Finder. Except for Bergner & Co., 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 Sellers or any party acting on Sellers' behalf. Payments owed to Bergner & Co, and/or any other broker engaged by Sellers shall be Sellers' sole cost and expense.

2.16 Disclosure. This Agreement and the documents made pursuant hereto do not and will not contain any untrue statement of material fact or omit to state a material fact required to be made in order to make the statements herein and therein not misleading in light of the circumstances in which they are made.

### ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Sellers as follows:

3.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is 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 the documents to be made pursuant hereto.

3.2 Authority. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of Buyer (the "Buyer Authorization") and do not require any further authorization or consent of Buyer. This Agreement and the documents to be made pursuant hereto are legal, valid and binding agreements of Buyer enforceable in accordance with their respective 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 documents to be made pursuant hereto does not conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent.

3.4 Qualification. Buyer is legally and financially qualified to hold the FCC Licenses and act as the operator of the Stations under the LMA under the Communications Act and the rules, regulations and policies of the FCC as they exist on the date of this Agreement. 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 and Additional Stations. The FCC Application will not include a request by Buyer for a waiver of FCC rules or policy

3.5 Funding. At Closing, Buyer will have sufficient readily available funds on hand in order to pay the Purchase Price in full and to consummate the transactions contemplated by this Agreement.

3.6 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 Covenants. From the date hereof until Closing, Sellers shall:

(a) operate the Stations in the ordinary course of business and keep its books and accounts, records and files in the ordinary course, preserve the business and goodwill of the Stations and the Station Assets, and collect the Stations' accounts receivable only in the ordinary course of business consistent with past practice;

(b) operate the Stations in accordance with the terms of the FCC Licenses and in compliance with the Communications Act, FCC rules, regulations and policies, and all other applicable laws, rules and regulations, and maintain the FCC Licenses in full force and effect and timely file and prosecute any necessary applications for renewal of the FCC Licenses;

(c) keep all Tangible Personal Property and Real Property associated with the Stations other than the Non-Material Stations in good operating condition (ordinary wear and tear excepted) and keep the Tangible Personal Property and Real Property associated with the Non-Material Stations in their current operating condition, and will repair and maintain adequate and usual supplies, spare parts and other materials as have been customarily maintained in the past, and otherwise preserve intact the Station Assets and maintain in effect its current insurance policies with respect to the Stations and the Station Assets;

(d) deliver to Buyer copies of the internal Broadcast Cash Flow statements and balance sheets for the operations of WDRC-AM and WDRC-FM on a monthly basis by the 25th day after the end of each calendar month, which shall present fairly the financial condition of the WDRC-AM and WDRC-FM and the results of operations for the period indicated.

(e) at the request of Buyer, from time to time give Buyer access during normal business hours to all Stations' facilities, properties, accounts, books, deeds, title papers, insurance policies, licenses, agreements, contracts, commitments, records and files, equipment, machinery, fixtures, furniture and vehicles, and all other Station Assets, and provide Buyer all other information concerning the Stations as Buyer may reasonably request. Any investigation or examination by Buyer shall not in any way diminish any representations or warranties of Sellers made in this Agreement; and

(f) not, without the prior written consent of Buyer:

(i) sell, lease, or otherwise dispose of any Station Assets except for non-material dispositions in the ordinary course of business of items which are replaced by assets of comparable or superior kind, condition and value;

(ii) except as may be described in the Employment Schedule or consistent with past practice and plans in existence at the Stations, grant any raises to employees of the Stations, pay any substantial bonuses or enter into any contract of employment with any employee or employees of the Stations;

(iii) amend or terminate any of the Station Contracts or enter into any contract, lease or agreement with respect to the Stations except for ordinary course cash time sales agreements and any other agreements entered into in the ordinary course of business that will be paid and performed in full before Closing; or

(iv) discount or otherwise reduce the amount of any of the Stations' accounts receivable.

4.2 Estoppel Certificates At Closing, Sellers shall deliver to Buyer customary written estoppel certificates (the "Estoppel Certificates") duly executed by the lessors under the Real Property Leases, in form and substance reasonably satisfactory to Buyer; provided however, Sellers shall not be required to provide an Estoppel Certificate for any Real Property Lease if (i) Sellers have employed commercially reasonable efforts to obtain an Estoppel Certificate for a particular Real Property Lease, (ii) the lessor for such Real Property Lease is unwilling to provide such certificate despite Seller's request and (iii) to the extent required by such Real Property Lease, Sellers have obtained the consent of the real property lessor to the assignment of such Real Property Lease to Buyer.

4.3 Title Insurance. Buyer may, at its expense, obtain customary title commitments and surveys with respect to the Owned Real Property. Seller shall cooperate with any reasonable requests by the title company and shall provide access for such surveys upon reasonable prior notice. If any title commitment or survey discloses an encroachment or a Lien that is not a Permitted Encumbrance, then Seller shall remove such encroachment or Lien prior to Closing (the "Title Commitments").

## ARTICLE 5: JOINT COVENANTS

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 shall be confidential and shall not be disclosed to any other person or entity, except on a confidential basis to the parties' attorneys, accountants, investment bankers, investors and lenders, and their respective attorneys 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.

5.3 Control. Consistent with FCC rules, control, supervision and direction of the operation of the Stations prior to Closing shall remain the responsibility of Sellers as the holder of the FCC Licenses. The risk of loss of or damage to any of the Station Assets, and the risk of any interruption in the Stations' normal broadcast transmission, shall remain with Sellers at all times until 12:01 a.m. local time on the day of Closing, and prior to Closing, Sellers shall repair and replace any lost or damaged Station Assets and restore any interrupted transmission.

5.4 Consents. Prior to Closing, Sellers shall obtain the Required Consents (defined below) and shall use commercially reasonable efforts to obtain the other consents noted on *Schedule 1.1(d)* hereto. 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 at Closing pursuant hereto shall not constitute an assignment thereof, but to the extent permitted by law shall constitute an equitable assignment by Sellers and assumption by Buyer of Sellers' rights and obligations under the applicable Station Contract, with Sellers making available to Buyer the benefits thereof and Buyer performing the obligations thereunder on Sellers' behalf; provided, however, that *Schedule 1.1(d)* identifies those consents the receipt of which is a condition precedent to Buyer's obligation to close under this Agreement (the "Required Consents").

5.5 Employees.

(a) Buyer may (but is not obligated to) offer post-Closing employment to any of the Stations' employees except those disclosed on *Schedule 5.5* ("Excluded Employees"). With respect to each such employee who accepts Buyer's offer of employment, Sellers shall be responsible for all compensation and benefits arising prior to Closing (in accordance with Sellers' employment terms) and Buyer shall be responsible for all compensation and benefits arising after Closing (in accordance with Buyer's employment terms). With respect to any employees hired by Buyer, Sellers shall make an adjustment in favor of Buyer under Section 1.6, equal to the value of any accrued and unused vacation time and any accrued and unused sick leave that exists as of the LMA Commencement Date and for which Buyer provides a credit to such hired employees.

(b) Buyer does not assume any of Sellers' employee obligations (including any severance obligations), all of which are Retained Liabilities and not Assumed Obligations. Notwithstanding anything in this Agreement to the contrary, if any of the employment agreements included in the Station Contracts includes any deferred compensation or profit sharing or transfer of control or similar provisions, then such obligations shall be Retained Liabilities and not Assumed Obligations.

(c) The terms of this Agreement are solely for the benefit of (and may be enforced only by) the parties hereto and their respective successors and permitted assigns. Without limiting the foregoing, nothing in this Agreement gives any rights to any employee, and no employee may enforce any provision of this Agreement against any of the parties hereto.



5.6 Construction Permit Applications. During the period commencing the day after the FCC Application is filed and ending on January 31, 2018, Buyer may, at its sole option, prepare in Buyer's name construction permit applications for any of the AM Stations (the "Construction Permit Applications") to participate in the FCC's "FM Translator Station Auction Window for AM Licensees." Seller agrees to provide written consent to Buyer and to associate Buyer's FCC Registration Number with the applicable Station to enable Buyer to file each Construction Permit Application. Buyer shall pay all expenses incurred in the preparation, filing, and prosecution of such the Construction Permit Applications. FCC approval of the grant of any or all of the Construction Permit Applications shall not be a condition of Closing.

5.7 Environmental.

(a) With respect to any owned Real Property, Buyer may at its expense conduct a Phase I environmental site assessment ("Phase I Review"), and if reasonably recommended by its consultant who performs that Phase I review, and subject to Sellers' written consent, which may be withheld in Sellers' sole discretion, a Phase II environmental site assessment ("Phase II Review") (any Phase I Review and Phase II Review being collectively referred to as the "Environmental Review"), prior to Closing, provided that such assessments are conducted during normal business hours upon reasonable prior notice (and subject to landlord consent if necessary), but completion of such assessments (or the results thereof) is not a condition to Closing. In the event Buyer requests a Phase II Review as provided above and Sellers will not permit Buyer to conduct a Phase II Review, then Buyer may terminate this Agreement and the Deposit shall be returned to Buyer.

(b) If any Environmental Review or any Environmental Report set forth on *Schedule 2.9* identifies a condition requiring remediation under applicable environmental law ("Environmental Condition") and the reasonably estimated cost to remedy all such conditions is equal to or less than \$100,000 ("Remediation Amount"), then Sellers, at Sellers' sole cost and expense, shall use commercially reasonable efforts to remediate such condition in all material respects in the ordinary course of business and in compliance with all applicable environmental laws prior to Closing, provided Seller shall not place an Environmental Use Restriction (as defined by Connecticut General Statutes § 22a-133n) on any Real Property without Buyer's consent. If such remediation is not completed prior to Closing, then the parties may elect to proceed to Closing in which case, (i) Sellers' representations and warranties deemed modified to take into account any such Environmental Condition, (ii) the Purchase Price shall be reduced by the Remediation Amount, (iii) Buyer shall acquire the site in its then current condition and be obligated to pay the final cost to remediate the Environmental Condition at the site after the Closing and (iv) once the remediation is completed, if the final cost for the remediation was less than the Remediation Amount, then Buyer shall refund the difference to Sellers.

(c) If any Environmental Review or any Environmental Report set forth on *Schedule 2.9* identifies an Environmental Condition and the reasonably estimated cost to remedy all such conditions in the aggregate exceeds the Remediation Amount, then Sellers may either (i) 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 or (ii) terminate this Agreement without cause and upon such termination, the Deposit shall be returned to Buyer. Notwithstanding the foregoing, prior to such termination, Buyer shall have

the right to elect to proceed to Closing without such remediation, in which case, (A) Sellers' representations and warranties will be deemed modified to take into account any such Environmental Condition, (ii) Purchase Price shall be reduced by the greater of (A) the Remediation Amount or (B) such greater amount that Sellers have voluntarily agreed to contribute in order to proceed to Closing and (iii) Buyer shall acquire the site in its then current condition and be obligated to pay the final cost to remediate the Environmental Condition site after the Closing.

(d) If any Environmental Review or any Environmental Report set forth on *Schedule 2.9* identifies an Environmental Condition and the reasonably estimated cost to remedy all such conditions in the aggregate exceeds \$500,000 (the "Environmental Cap"), then Sellers may (but are 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 Sellers do not make such election within such time then Buyer, in its sole discretion, shall have the right to (i) terminate this Agreement without cause and upon such termination, the Deposit shall be returned to Buyer or (ii) elect to proceed to Closing and agree in writing that Buyer will pay for all remediation above the Remediation Amount. If Buyer elects to proceed to Closing, then (i) Sellers' representations and warranties deemed modified to take into account any such Environmental Condition, (ii) the Purchase Price shall be reduced by the greater of (A) the Remediation Amount or (B) such greater amount that Sellers have voluntarily agreed to contribute in order to proceed to Closing and (iii) Buyer shall acquire the site in its then current condition and be obligated to pay the final cost to remediate the Environmental Condition at the site after the Closing.

#### ARTICLE 6: SELLER CLOSING CONDITIONS

The obligation of Sellers to consummate the Closing is subject to satisfaction of the following conditions at or prior to Closing:

6.1 Bringdown. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of Closing, Buyer shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Sellers shall have received a certificate dated as of Closing from Buyer (executed by an authorized officer) to the effect that the conditions set forth in this section have been satisfied (the "Buyer Bringdown Certificate").

6.2 Proceedings. Neither Sellers 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 Consent. The FCC Consent shall have been granted.

6.4 Deliveries. Buyer shall have made the deliveries to be made by it at Closing under this Agreement.

## ARTICLE 7: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing is subject to satisfaction of the following conditions at or prior to the Closing:

7.1 Bringdown. The representations and warranties of Sellers made in this Agreement shall be true and correct in all material respects as of Closing, Sellers shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Buyer shall have received a certificate dated as of Closing from Sellers (executed by an authorized officer) to the effect that the conditions set forth in this section have been satisfied (the "Seller Bringdown Certificate").

7.2 Proceedings. Neither Sellers 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 Consent. The FCC Consent shall have been granted.

7.4 Required Consents. Sellers shall have delivered to Buyer the Required Consents.

7.5 Deliveries. Sellers shall have made the deliveries to be made by it at Closing under this Agreement.

## ARTICLE 8: CLOSING DELIVERIES

8.1 Seller Deliveries. At Closing, Sellers shall deliver or cause to be delivered to Buyer:

- (a) a certified copy of the Seller Authorization;
- (b) the Seller Bringdown Certificate;
- (c) an Assignment of FCC Licenses assigning the FCC Licenses to Buyer;
- (d) an Assignment and Assumption of Contracts assigning the Station Contracts to Buyer;
- (e) an Assignment and Assumption of Leases assigning the Real Property Leases to Buyer;
- (f) Special Warranty Deeds conveying the Owned Real Property to Buyer;
- (g) a bill of sale conveying all Station Assets to Buyer;
- (h) the Required Consents and Estoppel Certificates to the extent provided herein;
- (i) vehicle titles; and

(j) any other documents and instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets to Buyer, free and clear of Liens, except for Permitted Encumbrances.

8.2 Buyer Deliveries. At the Closing, Buyer shall deliver to Sellers:

- (a) the Purchase Price in accordance with the terms of this Agreement;
- (b) a certified copy of the Buyer Authorization;
- (c) the Buyer Bringdown Certificate;
- (d) an Assignment and Assumption of Contracts assuming the obligations arising after Closing under the Station Contracts;
- (e) an Assignment and Assumption of Leases assuming the obligations arising after Closing under the Real Property Leases; and
- (f) any other documents and instruments of assumption that may be reasonably necessary to assume the Assumed Obligations.

8.3 Additional Station Closing. In the event there is an Additional Station Closing, Buyer and Seller shall deliver bringdown certificates, assignment agreements, a bill of sale and any other document required to transfer the Additional Station Assets from Sellers to Buyer and for Buyer to assume the Additional Station Contracts.

## ARTICLE 9: SURVIVAL AND INDEMNIFICATION

9.1 Survival. The representations and warranties in this Agreement shall survive Closing for a period of sixteen (16) months from the Closing Date whereupon they shall expire and be of no further force or effect, except (i) those with respect to title to the Station Assets, which shall survive indefinitely, and (ii) that if within such applicable 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 the earlier of resolution of such claim or expiration of the applicable statute of limitations. The covenants and agreements in this Agreement shall survive Closing until performed.

9.2 Indemnification.

(a) From and after Closing, Sellers shall 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 arising out of or resulting from:

- (i) any breach or default by Sellers under this Agreement;
- (ii) the Retained Liabilities; or

(iii) without limiting the foregoing, the business or operation of the Stations prior to Closing (including any third party claim arising from such operations); provided, however, to the extent that this obligation is different under the LMA for the period commencing on the date hereof and ending on the Closing Date, the terms of the LMA shall control.

(b) From and after Closing, Buyer shall defend, indemnify and hold harmless Sellers from and against any and all Damages incurred by Sellers arising out of or resulting from:

(i) any breach or default by Buyer under this Agreement;

(ii) the Assumed Obligations; or

(iii) without limiting the foregoing, the business or operation of the Stations after Closing (including any third party claim arising from such operations); provided, however, to the extent that this obligation is different under the LMA for the period commencing on the date hereof and ending on the Closing Date, the terms of the LMA shall control.

### 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 a third party 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.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel reasonably satisfactory to the parties. 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.

(c) Notwithstanding anything herein to the contrary:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of any Claim, and shall have the right to consult with the indemnifying party and its counsel concerning any Claim, and the indemnifying party and the indemnified party shall cooperate in good faith with respect to any Claim; and

(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 a release of the indemnified party from all liability in respect of such Claim.

9.4 Limitations. Neither Sellers nor Buyer shall be required to indemnify the other party under this Article 9 unless (i) written notice of a Claim under this Article 9 was received by within sixteen (16) months following the Closing, and (ii), with respect to Section 9.2(a)(i) or

Section 9.2(b)(i), the aggregate value of the Damages exceeds \$18,000, after which the claimant shall be entitled to recover all Damages; provided, however, the parties' maximum indemnification liability to the other shall not exceed the Purchase Price. In calculating the amount of Damages to Buyer or Seller under Section 9.2 above, such Damages shall be reduced by any recovery from any third party (including insurance proceeds) as a result of the facts or circumstances giving rise to the Damages.

#### 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 Sellers;

(b) by written notice of Buyer to Sellers, if Sellers:

(i) do not perform 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 not cured within the Cure Period (defined below);

(c) by written notice of Sellers to Buyer, if Buyer:

(i) does not perform 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 not cured within the Cure Period (defined below);

(d) by written notice of Buyer to Sellers, or by Sellers to Buyer, if the FCC denies the FCC Application;

(e) by written notice of Buyer to Sellers, or by Sellers to Buyer, if the Closing does not occur by the date one year after the date of this Agreement; or

(f) as set forth in Section 11.1 (Risk of Loss).

The term "Cure Period" as used herein means a period commencing the date Buyer or Sellers receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) fifteen (15) days thereafter or (ii) the Closing Date. 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), 5.1 (Confidentiality), 5.2 (Announcements), 10.3 (Liquidated Damages), 10.4 (Attorney's Fees) and 11.2 (Expenses) shall survive any termination of this Agreement.

10.2 Specific Performance. In the event of a breach or threatened breach by Sellers of any representation, warranty, covenant or agreement under this Agreement, at Buyer's election, in addition to any other remedy available to it, Buyer shall be entitled to an injunction restraining any such breach or threatened breach and to enforcement of this Agreement by a decree of specific performance requiring Sellers to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required. In the event that this Agreement is terminated by Sellers pursuant to Section 10.1(c), 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 specific performance.

10.3 Liquidated Damages. If this Agreement is terminated by Seller pursuant to Section 10.1(c), then upon written notice by Seller to Buyer, Buyer shall pay Seller an amount equal to the Deposit by wire transfer of immediately available funds (which shall be satisfied by disbursement of the Deposit (less interest earned thereon which shall be disbursed to Buyer) by the Escrow Agent to Seller under Section 1.5) and such funds shall constitute liquidated damages and except as provided in Section 10.2 above, be 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.

#### ARTICLE 11: MISCELLANEOUS.

11.1 Risk of Loss. Subject to the rights and obligations of the parties under the LMA, the risk of loss to any of the Station Assets (or the Additional Station Assets, if applicable) on or prior to the Closing Date shall be upon Sellers. Sellers shall use all commercially reasonable efforts to repair or replace any damaged or lost Station Assets (or the Additional Station Assets, if applicable); provided, however, that in the event that any Station Assets (or the Additional Station Assets, if applicable) incur(s) damages which are expected to exceed Twenty Thousand Dollars (\$20,000) to repair or replace Station Assets (or Additional Station Assets, if applicable) having a fair market value of Twenty Thousand Dollars (\$20,000), or more, is lost as of the date otherwise scheduled for the Closing, then Buyer may, at its option, upon prior written notice to Sellers, either (i) postpone the Closing for a period of up to sixty (60) days while Sellers shall repair or replace such Station Assets (or the Additional Station Assets), (ii) elect to close the transaction contemplated herein with the Station Assets or Additional Station Assets Station Assets or Additional Station Assets in their damaged or lost condition, in which case the Purchase Price shall be reduced by the cost or repair or replacement of such damaged or lost Station Assets or Additional Station Assets, and Buyer shall have the responsibility to repair or replace the damaged or lost Station Assets or Additional Station Assets, or (iii) if such damage or loss exceeds One Hundred Thousand Dollars (\$100,000), may terminate this Agreement without penalty upon written notice to Sellers. Should any Station not operate with at least 80% of its full, FCC-licensed facilities for a period of five (5) days for any reason other than *force majeure* or at the direction of

the FCC, without appropriate notice or application to the FCC, Buyer may elect to terminate this Agreement without penalty upon giving written notice thereof to Sellers.

11.2 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, except that all governmental taxes, fees and charges applicable to any requests for FCC Consent or applicable to the transfer of the Station Assets under this Agreement shall be shared equally by Buyer and Sellers.

11.3 Further Assurances. After Closing, each party hereto shall execute all such instruments and take all such actions as any other party may reasonably request, without payment of further consideration, to effectuate the transactions contemplated by this Agreement, including without limitation the execution and delivery of confirmatory and other transfer documents in addition to those to be delivered at Closing.

11.4 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Sellers may not assign any of its rights or delegate any of its obligations hereunder, and any such attempted assignment or delegation without such consent shall be void. Buyer may assign its right to acquire the Station Assets (in whole or in part) without Sellers' consent, but any such assignment shall not relieve Buyer of any obligations under this Agreement.

11.5 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 Sellers, then to:

Connoisseur Media of Connecticut, LLC  
180 Post Road East, Suite 201  
Westport, CT 06880  
Attn: Jeffrey D. Warshaw, CEO  
jeffw@connco.com

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

Wilkinson Barker Knauer LLP  
1800 M Street, NW  
Suite 800N  
Washington, D.C. 20036  
Attn: Paige Fronabarger  
pfronabarger@wbklaw.com

if to Buyer, then to:

Red Wolf Broadcasting Corporation  
P.O. Box 357  
758 Colonel Ledyard Highway  
Ledyard, CT 06339  
Attention: John Fuller



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

Edinger Associates PLLC  
1875 I Street, N.W., Suite 500  
Washington, D.C. 20006  
Attention: Scott Woodworth

11.6 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.

11.7 Miscellaneous. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. 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 respective successors and permitted assigns. The construction and performance of this Agreement shall be governed by the laws of the State of Connecticut without giving effect to the choice of law provisions thereof. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER:

RED WOLF BROADCASTING CORPORATION

By: 

Name: John Fuller

Title: President

SELLERS:

CONNOISSEUR MEDIA OF CONNECTICUT, LLC  
CONNOISSEUR MEDIA LICENSES, LLC

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

Name: Michael O. Driscoll

Title: Executive Vice President and CFO

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER: RED WOLF BROADCASTING CORPORATION

By: \_\_\_\_\_  
Name: John Fuller  
Title: President

SELLERS: CONNOISSEUR MEDIA OF CONNECTICUT, LLC  
CONNOISSEUR MEDIA LICENSES, LLC

By: Michael O'Driscoll \_\_\_\_\_  
Name: Michael O. Driscoll  
Title: Executive Vice President and CFO

## LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Agreement") is made as of January 12, 2018 between Connoisseur Media Licenses, LLC ("Licensee") and Red Wolf Broadcasting Corporation, a Connecticut corporation ("Programmer").

### Recitals

A. Licensee owns and operates the following radio stations (the "Stations") pursuant to licenses issued by the Federal Communications Commission ("FCC"):

WDRC(AM), Hartford, CT (FCC ID 7711)  
WDRC-FM, Hartford, CT (FCC ID 7718)  
WMMW(AM), Meriden, CT (FCC ID 1220)  
WSNG(AM), Torrington, CT (FCC ID 13716)  
W272DO, New Haven, CT (FCC ID 138034)

B. Programmer has available and is producing radio programs that it desires to have broadcast on the Stations, and therefore desires to purchase airtime from Licensee for the broadcast of such programs.

C. Licensee has agreed to make available to Programmer airtime on the Stations and accept for broadcast the programs of Programmer on the terms and conditions set forth in this Agreement.

D. Licensee (as Seller) and Programmer (as Buyer) are parties to an Asset Purchase Agreement (the "Purchase Agreement") of even date herewith with respect to the Stations.

### Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Agreement Term. The term of this Agreement (the "Term") will begin on January 15, 2018 (the "Commencement Date") and will continue until the date one (1) year after the Commencement Date (the "Initial Term"), unless extended or earlier terminated pursuant to Section 8 or Section 3 hereof.

2. Programmer's Purchase of Airtime and Provision of Programming. During the Term, Programmer shall purchase from Licensee airtime on the Stations for the price and on the terms specified below, and shall transmit to Licensee programming that it produces or owns (the "Program" or "Programs") for broadcast on the Stations twenty-four (24) hours per day, seven

(7) days per week, excluding the period from 6:00 a.m. to 8:00 am each Sunday morning (the "Broadcasting Period").

3. Broadcasting Obligations. In return for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the Programs delivered by Programmer during the Broadcasting Period specified in Section 2 above, subject to the provisions of Section 6 below.

4. Advertising Sales; Accounts Receivable. Programmer will be exclusively responsible for the sale of such advertising on the Stations and for the collection of accounts receivable arising from and after the Commencement Date, and Programmer shall be entitled to all revenues of the Stations for advertising aired during the Term. Programmer shall treat all receivables from the sale of advertising time prior to the Commencement Date in the manner set forth in Section 1.12 of the Purchase Agreement. All contracts for advertising on the Stations which may be entered into by Programmer shall terminate upon the termination of this Agreement (other than a termination pursuant to Section 8).

5. Term Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on Schedule A attached hereto.

6. Operation, Ownership and Control of the Stations. Notwithstanding anything to the contrary in this Agreement, Licensee will have full authority, power and control over the operation of the Stations and over all persons working at the Stations during the Term. Licensee will bear the responsibility for the Stations' compliance with all applicable provisions of the rules and policies of the FCC and all other applicable laws. Without limiting the generality of the foregoing, Licensee will: (1) employ a station manager for the Stations, who will report to Licensee and will direct the day-to-day operations of the Stations, and who shall have no employment, consulting, or other relationship with Programmer, (2) employ an engineer for the Stations, who will report and be accountable to the Station Manager and will maintain the Stations' broadcast equipment and technical facilities, including transmitter, tower, and transmission line, in good working condition (subject to the provisions of Section 7 below), and (3) retain control over the policies, programming and operations of the Stations. Nothing contained herein shall prevent Licensee from, in its sole discretion, (a) rejecting or refusing programs which Licensee believes to be contrary to the public interest, or (b) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. If in any month Licensee preempts any Programs, Licensee shall refund to Programmer such portion of the monthly payment made to Licensee pursuant to Section 5 hereof as the total time preempted bears to the total amount of time in the Broadcasting Period for such month. Licensee also reserves the right to refuse to broadcast any Program which does not meet the requirements of the rules, regulations, and policies of the FCC or the regulations and restrictions set forth in Section 10. Licensee further reserves the right to preempt any Program in the event of a local, state, or national emergency. If Licensee preempts, rejects or otherwise refuses to broadcast any

Program, then Licensee shall broadcast substitute programming of equal or greater value to Programmer. Programmer agrees to cooperate with Licensee to ensure that EAS transmissions are properly performed and recorded in accordance with Licensee's instructions and FCC rules, regulations and policies.

7. Maintenance of Signal. Licensee shall use commercially reasonable efforts to maintain the operating power of the Stations at the maximum level authorized by the FCC for the Stations throughout the Term except as may be necessary for routine maintenance. Licensee shall repair and maintain the Stations' towers and transmitter sites and equipment in good working order and repair as quickly as commercially reasonable any equipment that is damaged or destroyed, subject to the limitations set forth in the Purchase Agreement.

8. Purchase Agreement. This Agreement shall terminate upon closing under the Purchase Agreement. This Agreement may be terminated by either party in the event of any expiration or termination of the Purchase Agreement.

9. Music Licenses. During the Term, Licensee will obtain and maintain in full force and effect in its own name all music licenses ("Music Licenses") as are currently operative with respect to the Stations and as will be required by the licensor of those Music Licenses. All Music Licenses fees during the Term shall be reimbursed by Programmer.

10. Programs.

10.1. Production of the Programs. Programmer will maintain the current formats of WDRC (AM and FM) during the Term. Licensee acknowledges that it is familiar with the type of programming Programmer plans for broadcast on the other Stations and has determined that the broadcast of such programming on the Stations would serve the public interest. Programmer agrees that the contents of the Programs it transmits to Licensee shall conform to all FCC rules, regulations and policies. Programmer agrees that it will consult with Licensee in the selection of the Programs it transmits to Licensee to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. Programmer will provide Licensee such documentation as necessary for preparation of Quarterly Issues Programs lists to report on the issue-responsive nature of its Programs. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of the Programs, and all parts thereof, and the right to authorize their use in any manner and in any media whatsoever, shall be and remain vested in Programmer.

10.2. Political Time. Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee in meeting its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with all requirements of federal law including but not limited to the maintenance of the

political time file and the obligations to offer reasonable access, lowest unit charges and equal opportunities. Programmer shall release advertising availabilities to Licensee during the Broadcasting Period if necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer minus any costs incurred by Licensee in connection with the sale of such political advertising time.

11. Expenses. During the Term, Programmer will be responsible for (i) the salaries, taxes, insurance and related costs for all of its own personnel, and (ii) the costs of delivering the Programs to Licensee. Licensee shall provide Programmer, for no additional consideration, access to and use of the Stations' studios to produce and deliver the Programs and otherwise to perform under this Agreement. Licensee will pay for such operating costs as necessary to comply with FCC rules and policies and applicable law. Licensee will also pay for all utilities supplied to its main studio and transmitter sites. Licensee will provide all personnel necessary for the broadcast transmission of the Programs (once received at its transmitter site) and will be responsible for the salaries, taxes, insurance and related costs for all such personnel.

12. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Stations or any other call letters which may be assigned by the FCC for use by the Stations, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs it delivers for broadcast an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC. Programmer is specifically authorized to use such call letters in its Programs and in any promotional material, in any media, used in connection with the Programs.

13. Events of Default; Termination.

13.1. Programmer's Events of Default. The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (a) Programmer fails to make timely payments as provided for in Section 5 of this Agreement; (b) Programmer fails to observe or perform its other obligations contained in this Agreement in any material respect; or (c) Programmer breaches the representations and warranties made by it under this Agreement in any material respect.

13.2. Licensee Events of Default. The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (a) Licensee fails to observe or perform its obligations contained in this Agreement in any material respect; or (b) Licensee breaches the representations and warranties made by it under this Agreement in any material respect.

13.3. Cure Period. Notwithstanding the foregoing, an Event of Default will not be deemed to have occurred until, (i) in the case of a monetary default, five (5) days after the non-defaulting party has provided the defaulting party with written notice specifying the Event

of Default and such Event of Default remains uncured, and (ii) in the case of a non-monetary default, fifteen (15) days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured.

13.4. Termination in the Event of Default. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to Section 13.3, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

13.5. Cooperation Upon Termination. If this Agreement is terminated for any reason other than pursuant to Section 8, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the status quo ante.

14. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability for any liability incurred by Licensee for any damages suffered by Licensee for any violation of law or legal obligation of any kind resulting from the broadcast of the Programs on the Stations including but not limited to libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights. Licensee shall indemnify and hold Programmer harmless against any and all liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of its programming on the Stations. The obligations under this Section shall survive any termination of this Agreement.

15. Authority. Programmer and Licensee each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

16. Modification and Waiver; Remedies Cumulative. No modification of any provision of this Agreement will be effective unless in writing and signed by all parties. No failure or delay on the part of Programmer or Licensee in exercising any right or power under this Agreement, nor any single or partial exercise of any such right or power or the exercise of any other right or power, will operate as a waiver of such right or power,. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have.

17. Assignability; No Third Party Rights. The rights and obligations of Licensee and Programmer under this Agreement may not be assigned. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their



permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

18. Construction. This Agreement will be construed in accordance with the laws of the State of Connecticut without regard to principles of conflicts of laws.

19. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original.

20. Notice. All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any party pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, delivered by overnight air courier, or transmitted by facsimile transmission and shall be deemed to have been duly delivered and received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery, and on the same day if transmitted by facsimile, addressed as follows:

If to Licensee:

Connoisseur Media Licenses, LLC  
180 Post Road East, Suite 201  
Westport, CT 06880  
Attention: Jeffrey D. Warshaw, CEO  
jeffw@conncos.com

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

Wilkinson Barker Knauer LLP  
1800 M Street, NW  
Suite 800N  
Washington, D.C. 20036  
Attn: Paige Fronabarger  
pfronabarger@wbklaw.com

If to Programmer:

Red Wolf Broadcasting Corporation  
P.O. Box 357  
758 Colonel Ledyard Highway  
Ledyard, CT 06339  
Attention: John Fuller

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

Edinger Associates PLLC  
1875 I Street, N.W., Suite 500  
Washington, D.C. 20006  
Attention: Scott Woodworth

21. Entire Agreement. This Agreement embodies the entire agreement, and supersedes all prior oral or written understandings, between the parties with respect to the subject matter of this Agreement.

22. Relationship of Parties. Neither the Programmer nor Licensee will be deemed to be the agent, partner, or representative of the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement, or understanding.

23. Subject to Laws; Partial Invalidity. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal, or unenforceable provision.

24. Headings. The headings of the various provisions of this Agreement are included for convenience only, and no such heading shall in any way affect or alter the meaning of any provision.

25. Certifications. Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

**PROGRAMMER:**

RED WOLF BROADCASTING CORPORATION

By: 

Name:

Title:

JOHN F. FULLER  
President

**LICENSEE:**

CONNOISSEUR MEDIA LICENSES, LLC

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

Name: Michael O. Driscoll

Title: Executive Vice President and CFO

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

**PROGRAMMER:**

RED WOLF BROADCASTING CORPORATION

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

Name: John Fuller

Title: President

**LICENSEE:**

CONNOISSEUR MEDIA LICENSES, LLC

By: Michael O. Driscoll \_\_\_\_\_

Name: Michael O. Driscoll

Title: Executive Vice President and CFO

SCHEDULE A  
TO  
LOCAL PROGRAMMING AND MARKETING AGREEMENT

Term Payments

During the Term, Programmer shall reimburse Licensee on a monthly basis in arrears for the reasonable operating expenses of the Stations incurred by Licensee in the ordinary course of business during the prior month for which Licensee has submitted to Programmer a written reimbursement request supported by appropriate documentation of expenses. Licensee shall maintain all Station personnel on its payroll and the reimbursable expenses shall include personnel costs for all employees of the Stations and all of the other expenses incurred by the Licensee as described Sections 6 through 11 herein or otherwise reasonably incurred in its performance of its obligations hereunder. Programmer shall reimburse Licensee for all undisputed within five (5) business days of Licensee's submission of an invoice to Programmer.

In addition to the reimbursement of expenses, Programmer will pay Licensee Fifty Thousand Dollars (\$50,000) per month commencing on the date that is three (3) months after the execution of this Agreement (the "LMA Fee").

**Connoisseur Media Licenses, LLC  
Other Broadcast Interests**

Connoisseur Media Licenses, LLC is the licensee of the following stations:

<b>Call Sign</b>	<b>Facility ID</b>	<b>City, State</b>
KBLG(AM)	63873	Billings, MT
KPLN(FM)	164108	Lockwood, MT
KRKX(FM)	63870	Billings, MT
KRZN(FM)	78476	Billings, MT
KWMY(FM)	164107	Joliet, MT
KYYA(AM)	19216	Billings, MT
WALK(AM)	10136	Patchogue, NY
WALK-FM	10137	Patchogue, NY
WBYN(AM)	69688	Lehighton, PA
WBZO(FM)	60245	Bay Shore, NY
WCHR(AM)	28130	Flemington, NJ
WDRC(AM)	7711	Hartford, CT
WDRC-FM	7718	Hartford, CT
WEEX(AM)	8596	Easton, PA
WEZN-FM	48721	Bridgeport, CT
WFNN(AM)	26611	Erie, PA
WFOX(FM)	14379	Southport, CT
WHLI(AM)	38337	Hempstead, NY
WJET(AM)	33769	Erie, PA
WKJY(FM)	38338	Hempstead, NY
WLTN(FM)	19124	Mina, NY
WMMW(AM)	1220	Meriden, CT
WNJE(AM)	25011	Trenton, NJ
WODE-FM	8595	Easton, PA
WPLR(FM)	46968	New Haven CT
WPST(FM)	25013	Trenton, NJ
WRKT(FM)	55063	North East, PA
WRTS(FM)	55028	Erie, PA
WSBG(FM)	47424	Stroudsburg, PA
WSNG(AM)	13716	Torrington, CT
WTKZ(AM)	27510	Allentown, PA
WTWF(FM)	76244	Fairview, PA
WVPO(AM)	47423	Stroudsburg, PA
WWCO(AM)	40678	Waterbury, CT
WWSK(FM)	29260	Smithtown, NY
WYYY(FM)	54689	Belvidere, NJ

WXBB(FM)	52144	Erie, PA
W272DO	138034	New Haven CT
W234AX	157407	Allentown, PA

Connoisseur Media Licenses, LLC is the FCC approved licensee of the following construction permits:

<b>Call Sign</b>	<b>Facility ID</b>	<b>City, State</b>
W276DG	201348	Stroudsburg, PA
K251CI	200745	Billings, MT
K288HA	200746	Billings, MT
W292FI	200742	Waterbury, CT

TECHNICAL STATEMENT  
RADIO MULTIPLE OWNERSHIP ANALYSIS  
RED WOLF BROADCASTING CORPORATION

This radio multiple ownership analysis was prepared on behalf of Red Wolf Broadcasting Corporation (herein "Red Wolf"). Red Wolf has attributable interest in WMRQ-FM and is proposing to acquire FM station WDRC-FM and AM stations WDRC, WMMW and WSNG.<sup>1</sup> Below is a tabulation of facilities for each station. This analysis was prepared under the FCC "Interim" contour analysis method.<sup>2</sup>

Call Sign / Facility ID	Location	Facilities
WMRQ-FM / 74279 Licensed Facility	Waterbury, CT	Channel 281B 14 kW 255 m
WDRC-FM / 7718 Licensed Facility	Hartford, CT	Channel 275B 19.5 kW (DA) 247 m
WDRC / 7711 Licensed Facility	Hartford, CT	1360 kHz 5 kW-U DA-N
WMMW / 1220 Licensed Facility	Meriden, CT	1470 kHz 2.5 kW-U DA-2
WSNG / 13716 Licensed Facility	Torrington, CT	610 kHz 1 kW-D/0.5 kW-N DA-2

The principal community contours of the stations are depicted on a map included herein as Figure 1. Since the principal community contours (5 mV/m for AM stations, 3.16 mV/m for FM stations) of some of the stations listed above are involved in common overlap, an ownership study was prepared in accordance with the Federal Communications Commission multiple ownership rules as outlined in Section 73.3555.

Radio Markets

The "radio market" applicable to common ownership of the subject stations are defined as the area encompassed by the mutually overlapping principal community contours of the stations proposed to be commonly owned. As listed in the Table below, there are three defined "radio markets" formed by the subject stations:

Defined Radio Market	Stations that Define Radio Market	
	AM Stations	FM Stations
Market 1	WSNG	WMRQ-FM, WDRC-FM
Market 2	WMMW	WMRQ-FM, WDRC-FM
Market 3	WDRC	WMRQ-FM, WDRC-FM

<sup>1</sup> WMRQ is the only Red Wolf station that is either involved in contour overlap, or close to being involved in contour overlap, with WDRC-FM, WDRC, WSNG and WMMW.

<sup>2</sup> See Report and Order and Notice of Proposed Rulemaking, MB Docket 02-277, FCC 03-127, Released July 2, 2003.



Count of Stations in Defined Markets

The number of radio stations in a “radio market” is determined by counting the operating stations having principal community contours that overlap or intersect the principal community contours, which define the radio market. Only those stations located within 92 km of the perimeter of the mutual overlap area of the defined market area were employed in the count of stations. The results of the analysis are tabulated below:

Defined Radio Markets	Total Number of Stations in the Radio Market
Market 1	21 AM, 34 FM; 55 Total
Market 2	21 AM, 34 FM; 55 Total
Market 3	21 AM, 34 FM, 55 Total

Figure 2 is a tabulation of other stations in the defined markets 1, 2 and 3. Only known licensed, operating stations were employed for the study. It is noted that the tabulation is not a complete list of all of the other stations in the market, but rather enough stations to show compliance with the FCC’s radio multiple ownership rules. Distances to the AM coverage contours were predicted using the antenna patterns identified in the Commission’s AM database and the appropriate Ground Wave Field Strength versus Distance Graph of 47 CFR 73.184. Ground conductivity data were obtained from FCC Figure M3. Distances to the FM contours were determined based on the method of 47 CFR 73.313. Terrain data was derived from the N.G.D.C. 30 second computer database for each of the FM stations using radials evenly-spaced every 5 degrees of azimuth.

Based on the above, the proposed acquisition complies with Section 73.3555(a) of the FCC Rules.

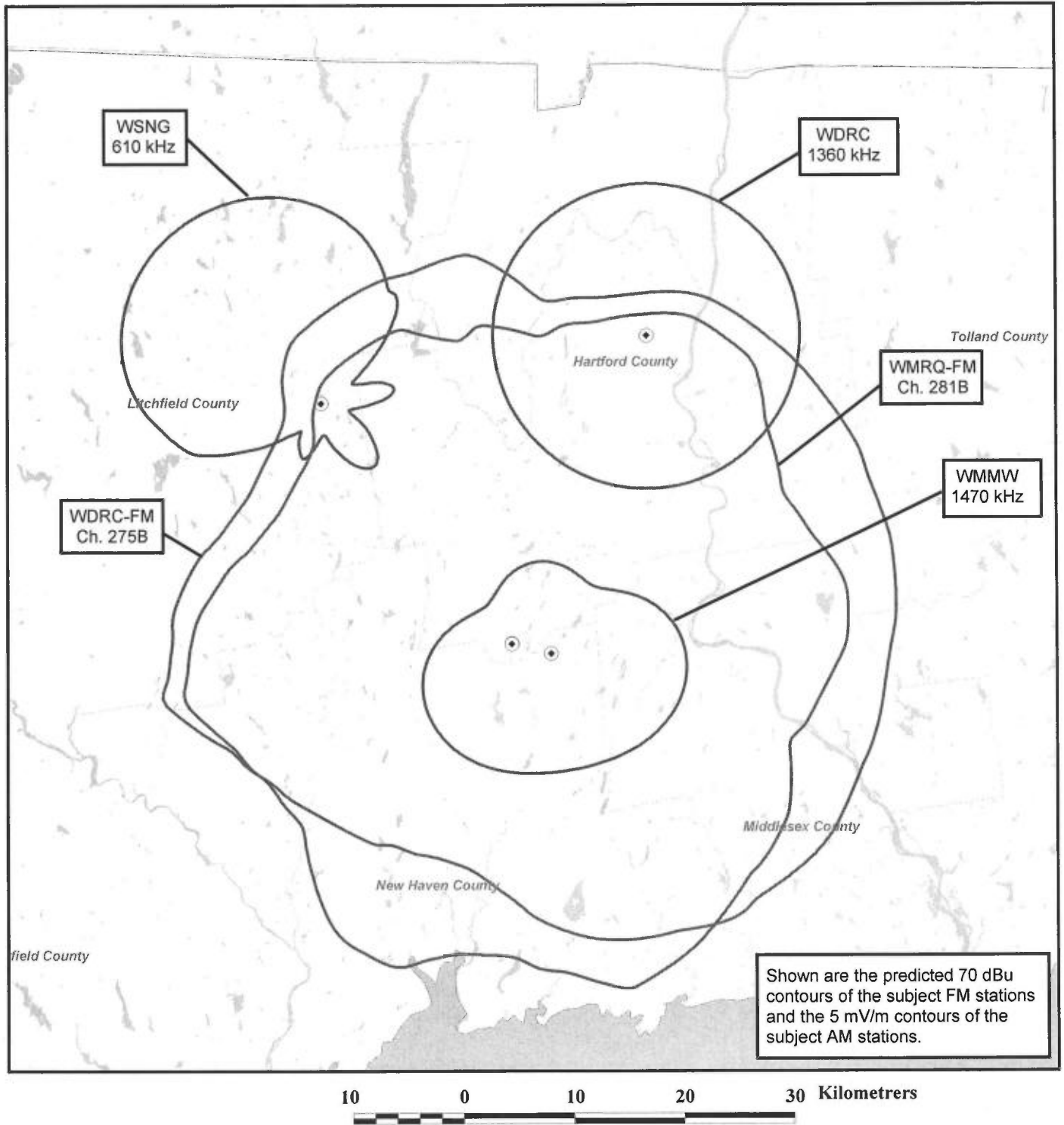


W. Jeffrey Reynolds

du Treil, Lundin & Rackley, Inc.  
201 Fletcher Ave.  
Sarasota, Florida 34237  
(941)329-6000

January 18, 2018

Figure 1



## PRINCIPAL COMMUNITY CONTOURS OF SUBJECT STATIONS

du Treil, Lundin & Rackley, Inc. Sarasota, Florida 34237

ENGINEERING STATEMENT  
RADIO MULTIPLE OWNERSHIP ANALYSIS

Taulation of Stations in Radio Markets 1, 2 & 3

**FM CONTOURS**

<u>Call Sign</u>	<u>Community of License</u>	<u>State</u>	<u>Channel</u>
WZMX	HARTFORD	CT	229 B
WRCH	NEW BRITAIN	CT	263 B
WERB	BERLIN	CT	233 D
WFCS	NEW BRITAIN	CT	299 D
WWEB	WALLINGFORD	CT	210 D
WKCI-FM	HAMDEN	CT	267 B
WNPR	MERIDEN	CT	213 B
WIHS	MIDDLETOWN	CT	285 A
WRKI	BROOKFIELD	CT	236 B
WCCC	HARTFORD	CT	295 B
WQTQ	HARTFORD	CT	210 A
WZBG	LITCHFIELD	CT	247 A
WGRS	GUILFORD	CT	218 A
WRXC	SHELTON	CT	211 A
WUCS	WINDSOR LOCKS	CT	250 A
WPLR	NEW HAVEN	CT	256 B
WEZN-FM	BRIDGEPORT	CT	260 B
WKSS	HARTFORD-MERIDEN	CT	239 B
WQAQ	HAMDEN	CT	251 D
WSHU-FM	FAIRFIELD	CT	216 B
WAQY	SPRINGFIELD	MA	271 B
WJMJ	HARTFORD	CT	205 B1
WTIC-FM	HARTFORD	CT	243 B
WRTC-FM	HARTFORD	CT	207 A
WWUH	WEST HARTFORD	CT	217 A
WNHU	WEST HAVEN	CT	204 A
WEBE	WESTPORT	CT	300 B
WESU	MIDDLETOWN	CT	201 A
WHCN	HARTFORD	CT	290 B
WPKN	BRIDGEPORT	CT	208 B
WWYZ	WATERBURY	CT	223 B
WYBC-FM	NEW HAVEN	CT	232 A

**AM CONTOURS**

<b><u>Call Sign</u></b>	<b><u>Community of License</u></b>	<b><u>State</u></b>	<b><u>Frequency</u></b>
WWCO	WATERBURY	CT	1240
WATR	WATERBURY	CT	1320
WMRD	MIDDLETOWN	CT	1150
WSDK	BLOOMFIELD	CT	1550
WPRX	BRISTOL	CT	1120
WNTY	SOUTHINGTON	CT	990
WRYM	NEW BRITAIN	CT	840
WADS	ANSONIA	CT	690
WELI	NEW HAVEN	CT	960
WAVZ	NEW HAVEN	CT	1300
WKND	WINDSOR	CT	1480
WPOP	HARTFORD	CT	1410
WCTF	VERNON	CT	1170
WNEZ	MANCHESTER	CT	1230
WQUN	HAMDEN	CT	1220
WTIC	HARTFORD	CT	1080
WYBC	NEW HAVEN	CT	1340
WFNW	NAUGATUCK	CT	1380
WNWW	WEST HARTFORD	CT	1290
WLAT	NEW BRITAIN	CT	910



# FCC Geographic Market Definition for Hartford-New Britain-Middletown, CT

Call Letters	AM/FM	Freq	Type	Station	Format	Home Market	Market Designn Date	Home Rank	Owner	City & State of License	County of License
WCCC	FM	106.9	C	ChrsContem	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	Educational Media Foundation	Hartford, CT	Hartford
WCTF	AM	1170	NC	Religion	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	Family Stations Incorporated	Vernon, CT	Tolland
WDJW	FM	89.7	NC	Variety	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	09/20/2004	52	WDJW Somers High School	Somers, CT	Tolland
WDRC	AM	1360	C	Nws/Tlk/Inf	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	p Connoisseur Media Limited Liability Company	Hartford, CT	Hartford
WDRC	FM	102.9	C	Cisc Rock	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	p Connoisseur Media Limited Liability Company	Hartford, CT	Hartford
WERB	FM	94.5	NC	Variety	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	Berlin Board of Education	Berlin, CT	Hartford
WESU	FM	88.1	NC	Var/HHp/Rc	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	Wesleyan University	Middletown, CT	Middlesex
WFCS	FM	107.7	NC	Variety	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	Central Connecticut State University	New Britain, CT	Hartford
WFIF	AM	1500	C	Christian	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	Blount Communications Group	Millford, CT	New Haven
WHCN	FM	105.9	C	CIHts/RckA	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	iHeartMedia	Hartford, CT	Hartford
WHUS	FM	91.7	NC	Variety	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	University of Connecticut	Storrs, CT	Tolland
WHSH	FM	104.9	NC	Christian	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	CT Radio Fellowship	Middletown, CT	Middlesex
WJMJ	FM	88.9	NC	Reign/Varty	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	Hartford Roman Catholic Diocesan Corporation	Hartford, CT	Hartford
WKND	AM	1480	C	Urban AC	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	Gois Broadcasting LLC	Windsor, CT	Hartford
WKSS	FM	95.7	C	Top 40	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	iHeartMedia	Hartford-Meriden, CT	Hartford
WLAT	AM	910	C	Tropical	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	Gois Broadcasting LLC	New Britain, CT	Hartford
WMAS	FM	94.7	C	AC	Springfield, MA	Springfield, MA	05/11/2012	96	Cumulus Media Holdings Inc	Enfield, CT	Hartford
WMMW	AM	1470	C	Nws/Tlk/Inf	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	p Connoisseur Media Limited Liability Company	Meriden, CT	New Haven
WMRD	AM	1150	C	FSV/Tlk/Nws	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	Crossroads Communications LLC	Middletown, CT	Middlesex
WMRQ	FM	104.1	C	Alternative	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	06/16/2009	52	Red Wolf Broadcasting Corporation	Waterbury, CT	New Haven
WNEZ	AM	1230	C	Tropical	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	Gois Broadcasting LLC	Manchester, CT	Hartford
WNPR	FM	90.5	NC	News/Talk	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	Connecticut Public Broadcasting Incorporated	Meriden, CT	New Haven
WNXY	AM	990	C	Oldies	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	Red Wolf Broadcasting Corporation	Southington, CT	Hartford
WNVW	AM	1290	NC	Christian	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	University of Northwestern-St Paul	West Hartford, CT	Hartford
WPOP	AM	1410	C	News/Talk	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	iHeartMedia	Hartford, CT	Hartford
WPRX	AM	1120	C	Tropical	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	Nievezquez Productions Inc	Bristol, CT	Hartford
WQTQ	FM	89.9	NC	Urban CHR	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	Hartford Board of Education	Hartford, CT	Hartford
WRCH	FM	100.5	C	Soft AC	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	p Entercom	New Britain, CT	Hartford
WRTC	FM	89.3	NC	Variety	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	Trinity College	Hartford, CT	Hartford
WRYM	AM	840	C	Tropical	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	p Trignition Media LLC	New Britain, CT	Hartford
WSDK	AM	1550	C	Christian	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	Blount Communications Group	Bloomfield, CT	Hartford
WTIC	AM	1080	C	News/Talk	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	p Entercom	Hartford, CT	Hartford
WTTIC	FM	96.5	C	Modern AC	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	07/02/2003	52	p Entercom	Hartford, CT	Hartford
WUCS	FM	97.9	C	Sports	Hartford-New Britain-Middletown, CT	Hartford-New Britain-Middletown, CT	02/20/2012	52	iHeartMedia	Windsor Locks, CT	Hartford

"C" - Commercial Station; "NC" - Non Commercial Station

"p" indicates pending sale to owner listed



# FCC Geographic Market Definition for Hartford-New Britain-Middletown, CT

Call Letters	AM/FM	Freq	Station	Type	Format	Home Market	Market Home		City & State of License	County of License
							Designtn Date	Mkt Rank		
WWUH	FM	91.3	NC	Variety	Hartford-New Britain-Middletown, CT	07/02/2003	52	University of Hartford	West Hartford, CT	Hartford
WVYZ	FM	92.5	C	Country	Hartford-New Britain-Middletown, CT	07/02/2003	52	iHeartMedia	Waterbury, CT	New Haven
WZMX	FM	93.7	C	Hip Hop	Hartford-New Britain-Middletown, CT	07/02/2003	52	p Entercom	Hartford, CT	Hartford

Number of Stations in Geographic Market 37

## Previous Stations in Geographic Market

"C" - Commercial Station; "NC" - Non Commercial Station

"p" indicates pending sale to owner listed



# Electronic Form 159



## Electronic Form 159

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### Payment Confirmation

Your transaction has been approved. For your records, please note the following:

<b>AGENCY TRACKING ID:</b>	<b>PGC3047885</b>
<b>AUTHORIZATION NUMBER :</b>	<b>201574</b>
<b>AMOUNT PAID :</b>	<b>\$4,435.00</b>

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If you have any questions or concerns please contact your licensing system help desk.



# Agency Tracking ID:PGC3047885

## Authorization Number:201574

### Successful Authorization -- Date Paid: 1/19/18

# FILE COPY ONLY!!

READ INSTRUCTIONS CAREFULLY BEFORE PROCEEDING  (1) LOCKBOX #979089	FEDERAL COMMUNICATIONS COMMISSION <b>REMITTANCE ADVICE</b> <b>FORM 159</b> PAGE NO 1 OF 2	APPROVED BY OMB 3060-059 SPECIAL USE FCC USE ONLY
<b>SECTION A - Payer Information</b>		
(2) PAYER NAME (if paying by credit card, enter name exactly as it appears on your card) <b>Connoisseur Media Licenses, LLC</b>		(3) TOTAL AMOUNT PAID (dollars and cents) <b>\$4435.00</b>
(4) STREET ADDRESS LINE NO. 1 <b>180 Post Road East</b>		
(5) STREET ADDRESS LINE NO. 2 <b>Suite 201</b>		
(6) CITY <b>Westport</b>	(7) STATE <b>CT</b>	(8) ZIP CODE <b>06880-3304</b>
(9) DAYTIME TELEPHONE NUMBER (INCLUDING AREA CODE) <b>203-2271978</b>		(10) COUNTRY CODE (IF NOT IN U.S.A.) <b>US</b>
<b>FCC REGISTRATION NUMBER (FRN) AND TAX IDENTIFICATION NUMBER (TIN) REQUIRED</b>		
(11) PAYER (FRN) <b>0022419329</b>		(12) FCC USE ONLY
<b>IF PAYER NAME AND THE APPLICANT NAME ARE DIFFERENT, COMPLETE SECTION B IF MORE THAN ONE APPLICANT, USE CONTINUATION SHEETS (FORM 159-C)</b>		
(13) APPLICANT NAME <b>CONNOISSEUR MEDIA LICENSES, LLC</b>		
(14) STREET ADDRESS LINE NO. 1 <b>180 POST ROAD EAST</b>		
(15) STREET ADDRESS LINE NO. 2 <b>SUITE 201</b>		
(16) CITY <b>WESTPORT</b>	(17) STATE <b>CT</b>	(18) ZIP CODE <b>06880-</b>
(19) DAYTIME TELEPHONE NUMBER (INCLUDING AREA CODE) <b>2032271978</b>		(20) COUNTRY CODE (IF NOT IN U.S.A.) <b>USA</b>
<b>FCC REGISTRATION NUMBER (FRN) AND TAX IDENTIFICATION NUMBER (TIN) REQUIRED</b>		
(21) APPLICANT (FRN) <b>0022419329</b>		(22) FCC USE ONLY
<b>COMPLETE SECTION C FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET</b>		
(23A) FCC Call Sign/Other ID <b>WDRC</b>	(24A) Payment Type Code(PTC) <b>MPR</b>	(25A) Quantity <b>1</b>
(26A) Fee Due for (PTC) <b>\$1,070.00</b>	(27A) Total Fee <b>\$1070.00</b>	FCC Use Only
(28A) FCC CODE 1 <b>7711</b>	(29A) FCC CODE 2 <b>CDBS20180119AAK</b>	
(23B) FCC Call Sign/Other ID <b>WMMW</b>	(24B) Payment Type Code(PTC) <b>MPR</b>	(25B) Quantity <b>1</b>
(26B) Fee Due for (PTC)	(27B) Total Fee	FCC Use Only

<b>\$1,070.00</b>	<b>\$1070.00</b>
(28B) FCC CODE 1 <b>1220</b>	(29B) FCC CODE 2 <b>CDBS20180119AAM</b>

REMITTANCE ADVICE (Continuation Sheet) FEDERAL COMMUNICATIONS COMMISSION <b>FORM 159-C</b> PAGE NO 2 OF 2	APPROVED BY OMB 3060-058
	SPECIAL USE
	FCC USE ONLY

**USE THIS SECTION ONLY FOR EACH ADDITIONAL APPLICANT  
SECTION BB - ADDITIONAL APPLICANT INFORMATION**

(13) APPLICANT NAME  
**CONNOISSEUR MEDIA LICENSES, LLC**

(14) STREET ADDRESS LINE NO. 1  
**180 POST ROAD EAST**

(15) STREET ADDRESS LINE NO. 2  
**SUITE 201**

(16) CITY <b>WESTPORT</b>	(17) STATE <b>CT</b>	(18) ZIP CODE <b>06880-</b>
------------------------------	-------------------------	--------------------------------

(19) DAYTIME TELEPHONE NUMBER (INCLUDING AREA CODE) <b>2032271978</b>	(20) COUNTRY CODE (IF NOT IN U.S.A.) <b>USA</b>
--	--

**FCC REGISTRATION NUMBER (FRN) AND TAX IDENTIFICATION NUMBER (TIN) REQUIRED**

(21) APPLICANT (FRN) <b>0022419329</b>	(22) FCC USE ONLY
---	-------------------

**COMPLETE SECTION C FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET**

(23A) FCC Call Sign/Other ID <b>WSNG</b>	(24A) Payment Type Code(PTC) <b>MPR</b>	(25A) Quantity <b>1</b>
---	--	----------------------------

(26A) Fee Due for (PTC) <b>\$1,070.00</b>	(27A) Total Fee <b>\$1070.00</b>	FCC Use Only
--	-------------------------------------	--------------

(28A) FCC CODE 1 <b>13716</b>	(29A) FCC CODE 2 <b>CDBS20180119AAN</b>
----------------------------------	--

(23B) FCC Call Sign/Other ID <b>WDRC-FM</b>	(24B) Payment Type Code(PTC) <b>MPR</b>	(25B) Quantity <b>1</b>
--	--	----------------------------

(26B) Fee Due for (PTC) <b>\$1,070.00</b>	(27B) Total Fee <b>\$1070.00</b>	FCC Use Only
--	-------------------------------------	--------------

(28B) FCC CODE 1 <b>7718</b>	(29B) FCC CODE 2 <b>CDBS20180119AAL</b>
---------------------------------	--

(23C) FCC Call Sign/Other ID <b>W272DO</b>	(24C) Payment Type Code(PTC) <b>MDF</b>	(25C) Quantity <b>1</b>
---	--	----------------------------

(26C) Fee Due for (PTC) <b>\$155.00</b>	(27C) Total Fee <b>\$155.00</b>	FCC Use Only
--	------------------------------------	--------------

(28C) FCC CODE 1 <b>138034</b>	(29C) FCC CODE 2 <b>CDBS20180119AAO</b>
-----------------------------------	--

(23D) FCC Call Sign/Other ID	(24D) Payment Type Code(PTC)	(25D) Quantity
------------------------------	------------------------------	----------------

(26D) Fee Due for (PTC)	(27D) Total Fee	FCC Use Only
-------------------------	-----------------	--------------

(28D) FCC CODE 1	(29D) FCC CODE 2
------------------	------------------

(23E) FCC Call Sign/Other ID	(24E) Payment Type Code(PTC)	(25E) Quantity
------------------------------	------------------------------	----------------

(26E) Fee Due for (PTC)	(27E) Total Fee	FCC Use Only
-------------------------	-----------------	--------------

(28E) FCC CODE 1	(29E) FCC CODE 2
------------------	------------------

(23F) FCC Call Sign/Other ID	(24F) Payment Type Code(PTC)	(25F) Quantity
(26F) Fee Due for (PTC)	(27F) Total Fee	FCC Use Only
(28F) FCC CODE 1	(29F) FCC CODE 2	

FCC FORM 159-C February 2003(REVISED)



Online Payment

Step 3: Confirm Payment

1 | 2 | 3

Thank you.  
Your transaction has been successfully completed.

Pay.gov Tracking Information

Application Name: Remittance Advice  
 Pay.gov Tracking ID: 2678HS3P  
 Agency Tracking ID: PGC3047885  
 Transaction Date and Time: 01/19/2018 14:29 EST

Payment Summary

Address Information	Account Information	Payment Information
<p><b>Account Holder Name:</b> Connoisseur Media Licenses, LLC</p> <p><b>Billing Address:</b> 180 Post Road East</p> <p><b>Billing Address 2:</b></p> <p><b>City:</b> Westport</p> <p><b>State / Province:</b> CT</p> <p><b>Zip / Postal Code:</b> 06880-3304</p> <p><b>Country:</b> USA</p>	<p><b>Card Type:</b> American Express</p> <p><b>Card Number:</b> *****1012</p>	<p><b>Payment Amount:</b> \$4,435.00</p> <p><b>Transaction Date and Time:</b> 01/19/2018 14:29 EST</p>

**Taylor, Tracey**

---

**From:** paygovadmin@mail.doc.twai.gov  
**Sent:** Friday, January 19, 2018 2:30 PM  
**To:** Taylor, Tracey  
**Subject:** Pay.gov Payment Confirmation: Remittance Advice

Your payment has been submitted to Pay.gov and the details are below. If you have any questions or you wish to cancel this payment, please contact FCC Financial Operations Group Help Desk at [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov) at 877-480-3201 option 4.

Application Name: Remittance Advice  
Pay.gov Tracking ID: 2678HS3P  
Agency Tracking ID: PGC3047885  
Transaction Type: Sale  
Transaction Date: Jan 19, 2018 2:29:46 PM

Account Holder Name: Connoisseur Media Licenses, LLC Transaction Amount: \$4,435.00 Card  
Type: AmericanExpress Card Number: \*\*\*\*\*1012

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.