**AM3 HOLDING CORP.**

**STOCK PURCHASE AGREEMENT**

Stock Purchase Agreement (the "Agreement") dated as of October 23, 2009 by and among (i) AM3 Holding Corp., a Delaware corporation (the "Company"), and (ii) Meritage Fund III, L.P. ("Meritage"), WP North America Private Equity, L.P. and COREalpha Private Equity Partners II L.P. (collectively, "WP Global") and the other persons identified as "Investors" on the Schedule of Investors attached hereto (collectively, the "Investors").

The Company and the Investors deem it advisable for the Investors to purchase and the Company to sell to the Investors a total of $10.05 million in investment units (the "Units"), each comprised of one share of the Company's Series A Redeemable Preferred Stock, $.001 par value per share (the "Preferred Shares") and one share of the Company's Common Stock, $.001 par value per share (the "Common Shares"), with the respective designations, rights and preferences set forth in the Amended and Restated Certificate of Incorporation attached as Exhibit A hereto (the "Certificate of Incorporation"), all upon the terms and subject to the conditions herein provided.

In consideration of the mutual promises and other consideration hereinafter set forth, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. PURCHASE AND SALE OF UNITS.

1.1 Pre-Closing Actions.

(a) Merger Transaction. Prior to the Initial Closing (as defined below), the Company will acquire ownership of 100% of the outstanding capital stock of Access Media 3, Inc., an Illinois corporation (the "Subsidiary), pursuant to a merger of the Subsidiary with and into AM3 Acquisition Corp., a wholly-owned transitory subsidiary of the Company. As a result of the merger, the Company will issue a total of 204,528 Common Shares to the former stockholders of the Subsidiary.

(b) Establishment of Stock Option Plan. Concurrently with the Initial Closing, the Company will adopt a 2009 Stock Option Plan (the "Option Plan") covering a total of 115,339 Common Shares. Options granted under the Option Plan will replace stock appreciation rights previously granted under the Subsidiary's Stock Appreciation Rights Plan and the Stock Appreciation Rights Plan shall be of no further force and effect following the Initial Closing.

(c) Authorization of Units. The Company has duly authorized the issuance and sale hereunder of up to 449,062 Preferred Shares and up to 449,062 Common Shares comprising the Units at a purchase price of $22.38 per Unit.

1.2 Initial Closing. Subject to the terms and conditions hereof and on the basis of the representations and warranties hereinafter set forth, the Company agrees to issue and sell to the Investors, and each Investor severally (and not jointly with any other Investor) agrees to purchase from the Company, at a purchase price of $22.38 per Unit, the number of Units set

forth opposite such Investor's name under the caption "Initial Closing Units" on the Schedule of Investors attached hereto. The closing of the purchase and sale of the Units pursuant to this Section 1.2 (the "Initial Closing") shall be held at the offices of the Company at 9:00 A.M. (local time) on October 26, 2009 or at such later date as shall be mutually agreed upon by the Company and a majority in interest of the Investors (the "Initial Closing Date"). At the Initial Closing, the issuance of certificates representing the Preferred and Common Shares comprising the Units to be purchased at the Initial Closing shall be made by the Company against payment of the purchase price for such Units by wire transfer of immediately available funds.

1.3 Subsequent Closings. Subject to the terms and conditions hereof and on the basis of the representations and warranties hereinafter set forth, the Company agrees to issue and sell to the Investors, and each Investor severally (and not jointly with any other Investor) agrees to purchase from the Company, at a purchase price of $22.38 per Unit, the number of Units set forth opposite such Investor's name under the caption "Subsequent Closing Units" on the Schedule of Investors attached hereto at one or more subsequent closings (each a "Subsequent Closing") to be held on or prior to September 30, 2010. Subsequent Closings shall be held on dates specified by the Company's Board of Directors (each a "Subsequent Closing Date") on not less than ten business days' prior written notice to the Investors for the purpose of funding one or more acquisition transactions approved by the Board of Directors. The Investors and the Company agree that for each acquisition agreement signed by the Company that the Investors will fund at a Subsequent Closing an amount equal to 120% of the total cash purchase price for such acquisition immediately prior to the closing of such acquisition. Notwithstanding the foregoing, all remaining unfunded commitments of the Investors will be funded in a final Subsequent Closing within ten business days after the Company has closed acquisitions representing at least 17,000 doors passed and has received all required regulatory approvals required for a change in control of the Subsidiary. At each Subsequent Closing, the issuance of certificates representing the Preferred and Common Shares comprising the Units to be purchased at such Subsequent Closing shall be made by the Company against payment of the purchase price for such Units by wire transfer of immediately available funds.

1.4 Use of Proceeds. The Company will use the proceeds from the sale of the Units to fund acquisitions and for general corporate purposes; provided, however, that no such proceeds shall be used to repay existing indebtedness of the Company to JP Morgan Chase until the final Subsequent Closing under this Agreement has occurred.

1.5 Post-Closing Obligations. In the event that, at any time, the Company's representation and warranty in Section 2.5(a) is determined not to have been true when made, the Company shall promptly issue to the Investors, as an adjustment to the purchase price paid for the Units and without the payment of additional consideration, an additional number of Common Shares such that each Investor would own the same percentage ownership interest in the fully-diluted Common Shares as it would have owned had such representation and warranty been true and correct in all respects when made. Any additional Common Shares issued pursuant to this Section 1.5 shall be treated as if they were issued on the Initial Closing Date.

## 2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

In order to induce the Investors to enter into this Agreement and to acquire the Units, the Company hereby represents and warrants to each Investor (with all references to "the Company" in such representations and warranties shall include the Subsidiary except where the context

otherwise requires), except as set forth in the Company Disclosure Schedule attached hereto as Exhibit B (which Company Disclosure Schedule shall reference the specific Sections of this Agreement to which each disclosure applies), as follows:

2.1 Organizational Matters. The Company is duly incorporated, validly existing and in good standing under the laws of the State of Delaware, and the Subsidiary is duly incorporated, validly existing and in good standing under the laws of the State of Illinois. Each of the Company and the Subsidiary has full corporate power and authority to own its properties and carry on its business and is duly licensed or qualified to transact business as a foreign corporation in good standing in all other jurisdictions in which the nature of the business to be transacted by it or the character of the properties owned or leased by it requires such licensing or qualification, except where the failure to be so qualified could not reasonably be expected to have a material adverse effect on the assets, business, financial condition or prospects, financial or otherwise, of the Company and the Subsidiary, taken as a whole (a "Material Adverse Effect"). A true, correct and complete copy of the Certificate of Incorporation of the Company as in effect on the Initial Closing Date is attached hereto as Exhibit A. A true, correct and complete copy of the Bylaws of the Company as in effect on the Initial Closing Date is attached hereto as Exhibit C (the "Bylaws"). Except for the Subsidiary, the Company has no direct or indirect subsidiaries and does not own of record or beneficially any capital stock, assets comprising the business of or equity interest or investment in any corporation, partnership, association, business entity or other person.

2.2 Corporate Power and Authority. The Company has full corporate power and authority to enter into this Agreement and the Stockholders Agreement attached hereto as Exhibit D (the "Stockholders Agreement" and, together with the Agreement, the "Transaction Agreements"), to issue the Preferred Shares and Common Shares comprising the Units in accordance with the terms hereof and to carry out and perform its obligations under this Agreement and the Stockholders Agreement.

2.3 Due Authorization. All corporate action on the part of the Company, its directors and stockholders necessary for the authorization, execution, delivery and performance by the Company of the Transaction Agreements and the consummation of the transactions contemplated hereby and thereby and for the authorization, offer, issuance, sale and delivery of the Units has been duly taken. Each of the Transaction Agreements is the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject only to (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors, and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

2.4 Absence of Conflicts. The execution, delivery and performance by the Company of the Transaction Agreements, the performance by the Company of its obligations hereunder and thereunder and the offer, issuance, sale and delivery of the Units will not (assuming the accuracy of the representations and warranties of the Investors set forth in Section 3.2 below) conflict with, result in any breach or any violation of, constitute a default under, or result in the creation of any Lien (as defined in Section 2.11) upon any of the properties or assets of the Company pursuant to (x) any provision of federal or state law to which the Company is subject, (y) the Company's Certificate of Incorporation or Bylaws, each as amended as of the Initial Closing Date, or (z) any Contract (as defined in Section 2.10), mortgage, indenture, instrument, judgment, decree, order, rule or regulation or other restriction to which the Company is a party or by which it is bound. Assuming the accuracy of the representations and warranties of the

Investors set forth in Section 3.2, all consents, approvals, orders or authorizations of, or registrations, qualifications, designations, declarations or filings with, any federal or state governmental authority or any other third party required on the part of the Company in connection with the consummation of the transactions contemplated by the Transaction Agreements have been obtained and are in full force and effect, other than any post-closing notice filings required pursuant to applicable securities laws. Neither the Company nor, to the Company's knowledge, anyone authorized to act on its behalf has either directly or indirectly, including through a broker or finder, engaged in any general solicitation or published any advertisement in connection with the offer and sale of the Units or taken any other action that will cause the issuance, sale and delivery of the Units as contemplated by this Agreement to constitute a violation of any applicable securities laws.

2.5 Capitalization.

(a) Immediately prior to the Initial Closing and after giving effect to the transactions contemplated by Section 1.1, the authorized, issued and outstanding capital stock of the Company will be as set forth in Section 2.5 of the Company Disclosure Schedule. All such issued and outstanding shares of capital stock are duly authorized and validly issued, fully paid and non-assessable and owned of record and beneficially by the stockholders and in the amounts set forth in Section 2.5 of the Company Disclosure Schedule, and have been offered, issued, sold and delivered by the Company in compliance with applicable federal and state securities laws. Section 2.5 of the Company Disclosure Schedule sets forth a listing of all outstanding options, warrants or similar rights to purchase any shares of the Company's capital stock, including holder, number of shares, exercise price and vesting schedule. No stock plan, stock purchase, stock option or other agreement or understanding between the Company and any holder of any equity securities or rights to purchase equity securities provides for acceleration or other changes in the vesting provisions or other terms of such agreement or understanding as the result of (i) termination of employment or consulting services; (ii) any merger, consolidation, sale of stock or assets, change in control or any other transaction(s) by the Company; or (iii) the occurrence of any other event or combination of events.

(b) Upon issuance in accordance with the terms of this Agreement, the Preferred Shares and Common Shares comprising the Units will be duly authorized and validly issued, fully paid and non-assessable and will be free of restrictions on transfer other than restrictions under the Stockholders Agreement and under applicable federal and state securities laws. No stockholder of the Company has any preemptive rights or rights of first refusal with respect to the issuance of the Units that have not been validly waived.

2.6 Financial Condition. The Company's unaudited balance sheets and statements of income and cash flows as of and for the period ended June 30, 2009 (the "Statement Date") previously provided to the Investors (collectively, the "Financial Statements") have been prepared in accordance with generally accepted accounting principles ("GAAP") consistently applied (subject in the case of interim financial statements to the absence of footnote disclosures and to changes resulting from normal year-end adjustments for recurring accruals), and present fairly the financial condition and results of operations of the Company for the periods covered thereby in all material respects, subject only to normal year-end audit adjustments.

2.7 Absence of Undisclosed Liabilities. Except as set forth in Section 2.7 of the Company Disclosure Schedule, the Company has no outstanding indebtedness for borrowed money (and is not a guarantor or otherwise contingently liable for any obligations of any third

party) and has no other liabilities (fixed, accrued, contingent or otherwise) except (a) liabilities set forth in the Financial Statements, (b) liabilities incurred after June 30, 2009 in the ordinary course of business, consistent with past practice, in an aggregate amount no greater than $25,000, and (c) future performance obligations under contracts and commitments entered into in the ordinary course of business in an aggregate amount no greater than $25,000, and (d) other liabilities and obligations of a type or nature that are not required by GAAP to be reflected in the Financial Statements and which, individually or in the aggregate, could not be expected to have a Material Adverse Effect.

2.8 Absence of Certain Changes. Since the Statement Date, except as set forth in Section 2.8 of the Company Disclosure Schedule, none of the following events or conditions has occurred or arisen:

(a) any change in the financial condition, results of operations, assets, liabilities, properties or business of the Company, except changes in the ordinary course of the Company's business that, in the aggregate, could not be expected to have a Material Adverse Effect;

(b) any damage, destruction or loss of any of the properties or assets of the Company (whether or not covered by insurance);

(c) any declaration, setting aside or payment of any dividend on, or any other distribution in respect of, any of the Company's capital stock or any direct or indirect redemption, purchase or other acquisition for value by the Company of any of its capital stock;

(d) any increase in the compensation payable or to become payable by the Company to any of its directors, officers, agents, consultants or employees, or any bonus, extraordinary compensation, service award or other like benefit granted, made or accrued to the credit of any such director, officer, agent, consultant or employee, or any welfare, pension, retirement or similar payment or arrangement made or agreed to by the Company for the benefit of any such director, officer, agent, consultant or employee;

(e) any change in any method of accounting or accounting practice of the Company,

(f) any notes or accounts receivable or portions thereof written off by the Company as uncollectible;

(g) other than pursuant to the Transaction Agreements, any issuance or sale by the Company of any stock, bonds or other corporate securities of which the Company is the issuer, or the grant, issuance or change of any stock options, warrants or other rights to purchase securities;

(h) other than pursuant to the Transaction Agreements, any discharge or satisfaction by the Company of any Lien or payment or satisfaction of any obligation or liability (whether absolute, accrued, contingent or otherwise and whether due or to become due) other than current liabilities in the ordinary course of business;

(i) any sale, assignment, transfer, mortgage, pledge or encumbrance of any of the assets (real, personal or mixed, tangible or intangible) of the Company, cancellation of any

debts or claims or waiver of any rights of substantial value, except in each case in the ordinary course of business and consistent with past practice;

(j) any sale, assignment or transfer by the Company of any Intellectual Property (as defined in Section 2.12) or other similar assets, including applications or licenses therefor; or

(k) any capital expenditure, or commitment to make any capital expenditure, by the Company for additions to property, plant or equipment, in an aggregate amount in excess of $10,000.

2.9 Compliance with Laws. The Company possesses all licenses, permits, approvals and other similar governmental authorizations required for the conduct of its business (other than such licenses, approvals and similar authorization the absence of which, individually or in the aggregate, could not be expected to have a Material Adverse Effect), and the Company is not in violation of any of such licenses, permits approvals or other similar authorizations in any material respect. The Company's operations have at all times been conducted in compliance in all material respects with all applicable laws and legal requirements. Without limitation of the foregoing, the Company is not in violation of any applicable statute, law or regulation relating to the environment or occupational health and safety, and no material expenditures are or will be required in order to comply with any such statute, law or regulation. Except as set forth in Section 2.9 of the Company Disclosure Schedule, there is no pending (or to the Company's knowledge threatened) action, suit, proceeding, governmental investigation or other claim against the Company or its property or assets in which an unfavorable outcome, ruling or finding might (individually or in the aggregate) constitute or result in a Material Adverse Effect. For purposes of this Agreement, the phrase "to the Company's knowledge" or "to the knowledge of the Company" shall mean the actual knowledge of Scott Rediger, Leslye Beck or Drew Friestedt after reasonable inquiry.

2.10 Contracts.

(a) Section 2.10 of the Company Disclosure Schedule sets forth a correct and complete list of each of the following contracts, obligations, agreements, plans, arrangements and commitments (absolute or contingent) to which the Company is a party or is otherwise subject (each a "Contract" and, collectively, the "Contracts"):

(i) Any employment, bonus or consulting agreements or any pension, profit sharing, deferred compensation, stock bonus, retirement, stock option, stock purchase, phantom stock or similar plans;

(ii) Any loan agreements, notes, indentures or other instruments relating to or evidencing indebtedness for borrowed money or mortgaging, pledging or granting or creating a Lien or security interest on any of the Company's property or evidencing any guaranty by the Company of payment or performance by any other person;

(iii) Any agreements with internet portals, advertisers or content providers;

(iv) Any lease of real property or any lease of personal property involving total payments of $25,000 or more over a 12-month period or $100,000 in total;

(v) Any agreements for the purchase or provision of goods or services, including agreements with licensees, processors and subcontractors, involving total payments of $25,000 or more over a 12-month period or $100,000 in total;

(vi) Any agreements relating to the issuance, sale or repurchase of any securities of the Company or any agreements with or among shareholders of the Company relating to the Company's securities or rights with respect thereto;

(vii) Any joint venture contract or arrangement or other agreement involving a sharing of profits or expenses to which the Company is a party;

(viii) Any agreements limiting the freedom of the Company to compete in any line of business or in any geographic area or with any person;

(ix) Any agreements providing for the acquisition of any business, assets or securities of any third party or the disposition of all or any portion of the business, assets or securities of the Company, including agreements of merger or consolidation, or any letters of intent with respect to the foregoing;

(x) Any agreements relating to the development, acquisition or disposition of any Intellectual Property; and

(xi) Any other agreements that are material to the Company's business, operations, financial condition or prospects.

(b) Each of the Contracts is valid and enforceable by and against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and there is no material default under any Contract by the Company or, to the knowledge of the Company, by any other party thereto, and no event has occurred that with the lapse of time or the giving of notice or both would constitute a material default thereunder by the Company or by any other party thereto.

2.11 Title to Properties. The Company has a valid ownership or leasehold interest in all of its property and assets, free of any mortgages, pledges, liens, security interests, conditional sale agreements, encumbrances or charges (collectively, "Liens"), except (i) as listed in Section 2.11 of the Company Disclosure Schedule, (ii) statutory Liens for the payment of taxes that are not yet delinquent, and (iii) non-consensual Liens arising in the ordinary course of business or minor defects in title which do not materially impair the Company's ownership or use of the affected assets. The Company is not in violation in any material respect of any law, regulation or ordinance (including laws, regulations or ordinances relating to building, zoning, environmental, city planning, land use or similar matters) relating to its property or assets. All personal property and assets material to the business, operations or financial condition of the Company, and all buildings, structures and fixtures used by it in the conduct of its business, are in good operating condition and repair.

2.12 Intellectual Property.

(a) The Company owns or possesses adequate licenses or other rights to use any and all patents, patent rights, inventions (whether patentable or not), discoveries,

improvements, concepts, innovations, trademarks, service marks, copyrights, technical information, know-how, trade secrets, customer lists and other intellectual property rights used in the Company's operations (collectively, "Intellectual Property"). Section 2.12 of the Company Disclosure Schedule sets forth a complete and accurate list or description of all of the Company's issued patents and pending patent applications, registered and common law trademarks and pending trademark applications, service marks, trade names, copyrights, domain names, URLs, and applications therefor. Except as set forth in Section 2.12 of the Company Disclosure Schedule, the Company is not a party to or bound by any options, licenses or agreements of any kind with respect to Intellectual Property, except for standard end-user software licenses and support-maintenance agreements entered into in the ordinary course of business. The Company has taken all reasonably necessary actions to secure and protect the Company's current interest in the Intellectual Property. Other than the Intellectual Property that the Company owns, holds a license to use or has other requisite rights of use, there is no other Intellectual Property necessary for the conduct of its business as currently conducted.

(b) To the Company's knowledge, no third party has infringed upon any Intellectual Property owned or used by the Company in its operations. No claim is pending or, to the knowledge of the Company, threatened against the Company to the effect that the operations of the Company infringe upon or conflict with the asserted rights of any other person under any intellectual property, and the Company does not know of any basis for any such claim (whether or not pending or threatened). No claim is pending or, to the knowledge of the Company, threatened to the effect that any Intellectual Property owned or licensed by the Company, or which the Company otherwise has the right to use, is invalid or unenforceable by the Company, and the Company does not know of any basis for any such claim (whether or not pending or threatened). There has been no judgment, decree, injunction, rule, or order rendered by any governmental body, and no claim made, against the Company asserting the invalidity, abuse, misuse or unenforceability of any Intellectual Property used in the Company's operations or that would limit, cancel, or question the validity of, or the rights of the Company in any Intellectual Property. No current or former employee, and no current or former consultant, of the Company has any rights in any Intellectual Property made, developed, conceived, created or written by such employee or consultant during the period of his retention by the Company which can be asserted against the Company.

2.13 Employee Matters.

(a) Section 2.13 of the Company Disclosure Schedule sets forth a complete list of all employees and consultants of the Company, including current salary, bonus entitlement (if any) and other benefits not shared by all employees generally. To the Company's knowledge, no employee of the Company has any affiliation with or obligation to any other employer. The Company is not aware that any employee intends to terminate his or her employment with the Company, nor does the Company have a present intention to terminate the employment of any officer or key employee. To the Company's knowledge, no employee of the Company is in violation of any term of any employment contract, patent disclosure agreement, non-competition agreement or any other contract or agreement or any restrictive covenant relating to the relationship of any such employee to the Company or any former employer because of the nature of the business conducted or contemplated to be conducted by the Company or the use of trade secrets or proprietary information of others, and there is no pending (or to the Company's knowledge threatened) action, suit, proceeding or claim with respect to any such contract, agreement, covenant or obligation.

(b) The Company does not have any deferred compensation, pension or retirement agreements, or any bonus, incentive or profit-sharing plans or arrangements, or any labor or collective bargaining agreements, written or oral, other than oral at-will employment agreements. The Company is in compliance in all material respects with all applicable laws relating to labor, employment, fair employment practices, terms and conditions of employment, and wages and hours.

2.14 Related Party Transactions. To the Company's knowledge, except as set forth in Section 2.14 of the Company Disclosure Schedule, no officer, director of stockholder of the Company or any "associate" (as such term is defined in Rule 405 promulgated under the 1933 Act) of any such person, either directly or indirectly, has (a) a material interest in any person or entity which (i) furnishes or sells services or products which are furnished or sold or are proposed to be furnished or sold by the Company, or (ii) purchases from or sells or furnishes to the Company any goods or services, or (b) a material beneficial interest in any contract or agreement to which the Company is a party or by which it may be bound or affected, other than contracts or agreements relating to (i) employment and employee benefits, (ii) indemnification of officers and directors, and (iii) purchases of securities of the Company or receipt of stock options or stock appreciation rights, in each case as approved by the board of directors of the Company or the Subsidiary, as applicable.

2.15 Insurance. Section 2.15 of the Company Disclosure Schedule sets forth a complete list of all policies of insurance maintained by the Company, all of which are in full force and effect. The Company has not been refused any insurance coverage sought or applied for, and the Company has no reason to believe that the Company will be unable to renew its existing insurance coverage as and when the same shall expire upon terms at least as favorable as those presently in effect, other than possible increases in premiums that do not result from any act or omission of the Company. The Company is not in default in any material respect with respect to any provision contained in any insurance policy maintained by the Company, and the Company has not failed to give any notice or present any presently existing claims under any insurance policy in due and timely fashion.

2.16 Taxes. The Company has paid all taxes and other governmental assessments when due, and has withheld or collected from each payment made to each of its employees the amount of all taxes required to be withheld or collected therefrom and has paid the same (or is holding for future payment that is not yet due) to the proper tax receiving officers or authorized depositories. The Company constitutes a "Qualified Small Business" as defined in Section 1202(d) of the Code and agrees that, for so long as any Preferred Shares or Common Shares comprising the Units are held by the Investors (or any transferee in whose hands such securities are eligible to qualify as Qualified Small Business Stock as defined in Section 1202(c) of the Code) to exercise its reasonable best efforts consistent with prudent business practices to cause such shares to continue to qualify as Qualified Small Business Stock.

2.17 Financial Advisors. No agent, broker, investment banker, finder, financial advisor or other person is or will be entitled to any broker's or finder's fee or any other commission or similar fee from the Company, directly or indirectly, in connection with the purchase and sale of the Units contemplated by this Agreement and no person is entitled to any fee or commission or like payment from the Company in respect thereof based in any way on agreements, arrangements or understandings made by or on behalf of the Company.

3. REPRESENTATIONS AND WARRANTIES OF THE INVESTORS.

3.1 Authorization; Binding Obligation. Each Investor (severally and not jointly with any other Investor) represents and warrants to the Company that it has full power and authority to enter into the Transaction Agreements and that all actions on its part necessary for the authorization, execution, delivery and performance of all its obligations under this Agreement have been taken. This Agreement constitutes a valid and legally binding obligation of such Investor enforceable against it in accordance with its terms, subject only to (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors, and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

3.2 Investment Representations. Each Investor further represents and warrants to the Company as follows:

(a) Such Investor represents that it is acquiring the Units to be purchased by it hereunder for investment for its own account, not as a nominee or agent, and not with a view to the sale or distribution of any part thereof, and that it has no present intention of selling, granting participation in, or otherwise distributing the same. Such Investor further represents that it does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer, or grant any interest in any of the Preferred Shares or Common Shares comprising the Units.

(b) Such Investor represents that it is an "accredited investor" within the meaning of Rule 501 under the Securities Act of 1933, as amended (the "1933 Act") and that it is experienced in evaluating and investing in companies such as the Company, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment and has the ability to bear the economic risks of its investment. Such Investor further represents that it has during the course of the transaction and prior to its purchase of the Units, the opportunity to ask questions of, and receive answers from, the Company concerning its business, management and financial affairs and the terms and conditions of the offering of Units and to obtain additional information necessary to verify the accuracy of any information furnished to it or to which it had access.

(c) Such Investor understands that the Preferred Shares and Common Shares comprising the Units are not registered under the 1933 Act, that the Preferred Shares and Common Shares may not be sold, transferred or otherwise disposed of without registration under the 1933 Act or an exemption from registration under the 1933 Act and that, in the absence of an effective registration statement covering such securities or an available exemption from registration, such shares must be held indefinitely. Such Investor understands that the Company has no obligation to register the Preferred Shares or Common Shares comprising the Units for resale under the 1933 Act except as set forth in the Stockholders Agreement, that no public market exists for the Preferred Shares and Common Shares comprising the Units, and that the Company has made no assurances that a public market will ever exist for such securities.

(d) Such Investor understands that the certificates representing the Preferred Shares and Common Shares comprising the Units (and any securities issued in respect of or in exchange for such securities) may bear one or all of the following legends:

(i) "THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN

CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933".

(ii) Any legend required by the Stockholders Agreement.

(iii) Any legend required by the securities laws of any state to the extent such laws are applicable to the shares represented by the certificate so legended.

(e) Neither such Investor, nor any of its officers, directors, employees, agents, stockholders or partners, has either directly or indirectly, including through a broker or finder, engaged in any general solicitation or published any advertisement in connection with the offer and sale of the Units.

(f) The address of such Investor's principal place of business is set forth in the Schedule of Investors attached hereto.

4. CONDITIONS TO EACH INVESTOR'S OBLIGATIONS.

The obligations of each Investor under Section 1.2 and Section 1.3 of this Agreement are subject to the fulfillment on or before the applicable Closing Date of each of the following conditions:

4.1 Representations, Warranties and Covenants. All representations and warranties of the Company contained in this Agreement shall be true and correct on and as of the applicable Closing Date with the same effect as if made on and as of such Closing Date (subject in the case of Subsequent Closings to additional disclosures relating to matters occurring subsequent to the Initial Closing as set forth in an updated Company Disclosure Schedule to be delivered not less than two business days prior to the applicable Closing Date), and the Company shall have performed all agreements and covenants required hereby to be performed by it on or prior to the applicable Closing Date.

4.2 Officer's Certificates. The Company shall deliver to the Investors (a) a certificate signed by the Company's Chief Executive Officer certifying that all of the conditions described in this Section 4 have been satisfied as of the applicable Closing Date, and (b) copies of all resolutions of the Company's Board of Directors and stockholders necessary to approve the Transaction Agreements, the issuance of the Units and all other transactions contemplated hereby and thereby, certified by the Secretary of the Company as of the applicable Closing Date.

4.3 Actions, Qualifications and Consents. The Certificate of Incorporation shall have been duly filed with the Delaware Secretary of State and shall remain in full force and effect. The Pre-Closing Actions described in Section 1.1 shall have occurred or been consummated in a manner acceptable to a majority in interest of the Investors. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state and all consents or waivers of third parties that are required in connection with the execution and delivery of the Transaction Agreements and the lawful issuance and sale of the

Units shall have been duly obtained and shall be effective on and as of the applicable Closing Date. The Company shall have executed an amendment to its Key Account Operator Agreement with DirecTV in form and substance satisfactory to a majority in interest of the Investors, and such amendment shall remain in full force and effect.

4.4 Stockholders Agreement. The Company, the Investors and the holders of not less than 90% of the outstanding Common Stock of the Company shall have executed and delivered the Stockholders Agreement in the form attached hereto as Exhibit D.

4.5 Good Standing. The Investors shall have received (i) good standing certificates for each of the Company and the Subsidiary dated no more than ten business days prior to the Initial Closing Date issued by the Delaware Secretary of State and Illinois Secretary of State, respectively, and (ii) Illinois UCC lien searches with respect to the Subsidiary.

4.6 Board Composition. Effective upon the Initial Closing, the Company's Board of Directors shall be comprised of James C. Allen (Chairman), Joseph F. Berry and Scott Rediger, with two vacancies to be filled by independent directors selected in accordance with the Stockholders Agreement.

4.7 Legal Opinion. The Investors shall have received an opinion of counsel to the Company, dated as of the Initial Closing Date, in the form of Exhibit E hereto.

4.8 Acquisitions and Subsequent Events. With respect to each Subsequent Closing, (i) the Company shall have entered into definitive agreements with respect to the acquisition(s) to be funded with the proceeds of the issuance of Units at such Subsequent Closing, which agreements shall be acceptable in form and substance to a majority in interest of the Investors, and (ii) no event or circumstance shall have occurred subsequent to the Initial Closing Date that constitutes or could reasonably be expected to constitute a Material Adverse Effect.

4.9 Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated hereby to occur at the applicable Closing and all documents and instruments incident to such transactions shall be in form and substance reasonably satisfactory to the Investors and the Investors shall have received all such counterpart originals or certified or other copies of such documents as it may reasonably request.

## 5. CONDITIONS TO THE COMPANY'S OBLIGATIONS.

The obligations of the Company under Section 1.2 and Section 1.3 of this Agreement are subject to the fulfillment on or before the applicable Closing Date of each of the following conditions:

5.1 Representations, Warranties and Covenants. All representations and warranties of the Investors contained in this Agreement shall be true and correct on and as of the applicable Closing Date with the same effect as if made on and as of such Closing Date, and the Investors shall have performed all agreements and covenants required hereby to be performed by them on or prior to or the applicable Closing Date.

5.2 Qualifications and Consents. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state and all

consents of third parties that are required in connection with the lawful issuance and sale of the Units shall have been duly obtained and shall be effective on and as of the applicable Closing Date.

5.3 Stockholders Agreement. The Investors shall have executed and delivered the Stockholders Agreement.

5.4 Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated hereby and all documents and instruments incident to such transactions shall be in form and substance reasonably satisfactory to the Company.

6. MISCELLANEOUS.

6.1 Insurance. Within 90 days following the Initial Closing, the Company will obtain "key man" life insurance on Scott Rediger in an amount not less than $1.0 million (with the Company as beneficiary) and will obtain directors' and officers' liability insurance with coverage amounts determined by the Board of Directors.

6.2 Stock Options. The Company will approve and issue immediately following the Initial Closing options to purchase Common Stock at an exercise price per share equal to $22.38 to the parties listed on the Schedule of Optionees attached hereto as Exhibit F.

6.3 Non-Contravention. The Company will not enter into or become obligated under any agreement, indebtedness, lease, guaranty, mortgage or other instrument that would prevent the Company from performing its obligations under this Agreement or the Stockholders Agreement.

6.4 Further Assurances. The Company will cooperate with the Investors and execute such further instruments and documents as the Investors shall reasonably request to carry out the transactions contemplated by this Agreement.

6.5 Expenses. Each party will bear its own expenses incurred in connection with the transactions contemplated hereby, except that the Company shall pay to Meritage the amount of $25,000 as reimbursement of the allocated costs of its internal counsel and shall reimburse the fees and expenses of outside legal counsel to WP Global in an amount not to exceed $10,000.

6.6 Stamp Tax Indemnity. The Company agrees that it will pay and save the Investors harmless against any and all liability with respect to stamp and other taxes, if any, which may be payable or which may be determined to be payable in connection with the execution and delivery of this Agreement. Each of the parties hereto agrees to protect and indemnify the other parties against any liability for any and all brokerage fees and commissions payable or claimed to be payable to any person in connection with the issue and sale of the Units by the Company pursuant to this Agreement which may arise out of the actions of such party.

6.7 Amendments and Waivers. Any term, covenant, agreement or condition of this Agreement may be amended or compliance therewith may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument signed by the Company and a majority in interest of the Investors. Any such amendment or waiver that is approved by a majority in interest of the Investors shall be binding upon all existing and future

holders of Preferred Shares or Common Shares comprising the Units. For purposes of this Agreement, a "majority in interest of the Investors" shall mean the holders of at least 60% of the Units then outstanding or, if no Units are outstanding, the holders of at least 60% in dollar amount of the purchase commitments under Section 1.2 of this Agreement.

6.8 Notices. All communications provided for hereunder shall be in writing and shall be sent by registered or certified mail, by reputable overnight courier, or by telecopy (with machine verification of receipt) to the following address: (a) if to the Company: 625 Plainfield Road, Suite 230, Willowbrook, Illinois 60527, Attention: Chief Executive Officer (fax number 630-230-0558), or to such other address as the Company may designate to the Investors in writing, with a copy to Scott Snively, Ice Miller LLP, One American Square, Suite 2900, Indianapolis, Indiana 46282; (b) if to any Investor, the address set forth on the Schedule of Investors or such other address as such Investor may designate to the Company in writing.

6.9 Successors and Assigns. This Agreement shall be binding upon the Company and its successors and assigns and shall inure to the benefit of the Investors and their respective successors and assigns.

6.10 Survival of Covenants and Representations. Unless this Agreement provides otherwise, all covenants, representations and warranties made by the Company herein and in any certificates delivered pursuant hereto shall survive such closing and the delivery of this Agreement. The Company shall indemnify, defend and hold each Investor and its directors, officers, employees, affiliates and agents (collectively, the "Indemnified Persons") harmless from and against and in respect of any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including, without limitation, interest, penalties, court costs and attorneys' fees (collectively, "Losses") that any Indemnified Person shall incur or suffer, which arise, result from, or relate to the discovery that a covenant, representation or warranty made by the Company herein proves to be untrue in any material respect as of any Closing Date or has been breached by the Company. The foregoing indemnity shall apply only to actual losses or other out-of-pocket obligations of the Indemnified Persons and shall not be construed to apply to any diminution of the value of their investments in the Company.

6.11 Severability. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion of this Agreement, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any such part, parts, or portion which may, for any reason, be hereafter declared invalid.

6.12 Governing Law. This Agreement shall be governed and construed under the laws of the State of Delaware without regard to the conflict of law principles thereof.

6.13 Counterparts. This Agreement may be executed in any number of counterparts, including facsimile counterparts, each of which shall constitute one Agreement binding on all the parties hereto.

6.14 Entire Agreement. This Agreement, the exhibits and schedules hereto, the Transaction Agreements and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof.

6.15 Exculpation Among Investors. Each Investor acknowledges that it is not relying upon any person, firm, or corporation, other than the Company and its officers and directors, in making its investment or decision to invest in the Company. Each Investor agrees that no Investor nor the respective controlling persons, officers, directors, partners, agents, or employees of any Investor shall be liable to any other Investor for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase of the Units.

***** Signature Page Follows *****

**[Signature Page to Stock Purchase Agreement]**

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

**COMPANY:**

**AM3 Holding Corp.**

By:_____
Name: Scott Rediger
Title: Chief Executive Officer

**INVESTORS:**

**Meritage Fund III, L.P.**

By Meritage Investment Partners III, LLC
General Partner

By:_____
Name: John R. Garrett
Title: Managing Director

**WP North America Private Equity, L.P.**

By: WP North America Private Equity GP, LLC, its general partner

By: WP Managing Member, LLC, its managing member

By: _____
Name: _____
Title: Authorized Signatory

**COREalpha Private Equity Partners II L.P.**

By: WP COREalpha II GP, LLC, its general partner

By: _____
Name: _____
Title: Authorized Signatory

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**AM3 Holding Corp.**

By:_____
Name: Scott Rediger
Title: Chief Executive Officer

**INVESTORS:**

**Meritage Fund III, L.P.**

By Meritage Investment Partners III, LLC
General Partner

By:_____
Name: John R. Garrett
Title: Managing Director

**WP North America Private Equity, L.P.**

By: WP North America Private Equity GP, LLC, its general partner

By: WP Managing Member, LLC, its managing member

By: _____
Name: _____
Title: Authorized Signatory

**COREalpha Private Equity Partners II L.P.**

By: WP COREalpha II GP, LLC, its general partner

By: _____
Name: _____
Title: Authorized Signatory

**[Signature Page to Stock Purchase Agreement]**

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**AM3 Holding Corp.**

By:_____
Name: Scott Rediger
Title: Chief Executive Officer

**INVESTORS:**

**Meritage Fund III, L.P.**

By Meritage Investment Partners III, LLC
General Partner

By:_____
Name: John R. Garrett
Title: Managing Director

**WP North America Private Equity, L.P.**

By: WP North America Private Equity GP, LLC, its general partner

By: WP Managing Member, LLC, its managing member

By: _____
Name: Gregory B. Jarvis
Title: Authorized Signatory

**COREalpha Private Equity Partners II L.P.**

By: WP COREalpha II GP, LLC, its general partner

By: _____
Name: Gregory B. Jarvis
Title: Authorized Signatory

**James C. Allen Revocable Trust**

By: James C. Allen
Name: JAMES C. ALLEN
Title: TRUSTEE

## SCHEDULE OF INVESTORS

| Investor | Initial Closing Units | Subsequent Closing Units | Total Purchase Price |
|---|---|---|---|
| Meritage Fund III, L.P.<br>1600 Wynkoop Street, Suite 300<br>Denver, Colorado 80202 | 55,854 | 167,560 | $5,000,005.32 |
| WP North America Private Equity, L.P.<br>155 North Wacker Drive, Suite 4400<br>Chicago, Illinois 60606 | 27,927 | 83,780 | $2,500,002.66 |
| COREalpha Private Equity Partners II L.P.<br>155 North Wacker Drive, Suite 4400<br>Chicago, Illinois 60606 | 27,927 | 83,780 | $2,500,002,66 |
| James C. Allen Revocable Trust<br>10 Rough Bark Road<br>Sapphire, North Carolina 28774 | 558 | 1,676 | $ 49,996.92 |