### UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

In re	NextMedia Group, Inc	Case No. 09-14463 (PJW)
	Debtor	

### INITIAL MONTHLY OPERATING REPORT

File report and attachments with Court and submit copy to United States Trustee within 15 days after order for relief.

Certificates of insurance must name United States Trustee as a party to be notified in the event of policy cancellation. Bank accounts and checks must bear the name of the debtor, the case number, and the designation "Debtor in Possession." Examples of acceptable evidence of Debtor in Possession Bank accounts include voided checks, copy of bank deposit agreement/certificate of authority, signature card, and/or corporate checking resolution.

REQUIRED DOCUMENTS	Document	Explanation
12-Month Cash Flow Projection (Form IR-1)	Attached Projected DIP budgetpdf	Attached
Certificates of Insurance:	- rejected Bit budgettput	
Workers Compensation	NM_Insurance_1.pdf	
Property	NM_Insurance_1.pdf	
General Liability	NM_Insurance_1.pdf	
Vehicle	NM_Insurance_1.pdf	
Other:	NM_Insurance 2.pdf	
Identify areas of self-insurance w/liability caps		
Evidence of Debtor in Possession Bank Accounts		
Tax Escrow Account	30-Order (I)pdf	
General Operating Account	30-Order (I)pdf	
Money Market Account pursuant to Local Rule 4001-3. Refer to	30-Order (I)pdf	
http://www.deb.uscourts.gov/		
Other:		
Retainers Paid (Form IR-2)	Retainers.pdf	

I declare under penalty of perjury (28 U.S.C. Section 1 are true and correct to the best of my knowledge and b	1746) that this report and the documents attached belief.
Signature of Debtor	Date
Signature of Joint Debtor	Date
Signature of Authorized Individual*	1/S/10

Printed Name of Authorized Individual

Eric W. Neumann

Vice-President & Chief Financial Officer

Title of Authorized Individual

\*Authorized individual must be an officer, director or shareholder if debtor is a corporation; a partner if debtor is a partnership; a manager or member if debtor is a limited liability company.

### C. NextMedia Group DIP Budget - December 29, 2009

Week Ended	12/17/09	12/24/09	12/31/09	01/07/10	01/14/10	01/21/10	01/28/10	02/04/10	02/11/10	02/18/10	02/25/10	03/04/10	03/11/10	03/18/10	03/25/10	04/01/10	04/08/10
Cash Flows Actual/Forecast	Actual	Actual	Actual	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
			•				,	'							•		
Inflows / (Outflows)																	
Cash Receipts	4 477 000	4 007 000	4 400 004	4 404 550	4 404 550	4 404 550	4 400 550	4 000 000		4 004 404	4 004 404	4 000 007	4 074 500	4 074 500	4 0 40 500	4 007 004	4 050 004
A/R - cash Other	1,477,029 42	1,607,090 51	1,189,394 90	1,494,550	1,494,550	1,494,550	1,469,550	1,262,269	1,084,184	1,084,184	1,084,184	1,268,837	1,371,598	1,371,598	1,346,598	1,327,984	1,056,321
Total Cash Receipts	1.477.071	1.607.141	1.189.484	1.494.550	1.494.550	1.494.550	1.469.550	1.262.269	1.084.184	1.084.184	1.084.184	1.268.837	1.371.598	1.371.598	1.346.598	1.327.984	1,056,321
Total Gasifficonpie	1,477,071	1,007,141	1,100,101	1,101,000	1,101,000	1,101,000	1,100,000	1,202,200	1,001,101	1,001,101	1,004,104	1,200,007	1,071,000	1,071,000	1,010,000	1,027,001	1,000,021
Cash Disbursements																	
Payroll	(1,036,280)	(1,489)	(883,491)	-	(1,049,812)	-	(1,049,812)		-	(1,049,812)	-	(1,049,812)	-	(1,049,812)	-	(1,049,812)	
Accounts Payable	(391,288)	(33,919)	(49,376)	(601,837)	(238,945)	(257,536)	(237,869)	(704,350)	(208,529)	(229,168)	(208,529)	(726,064)	(278,685)	(249,564)	(232,238)	(586,721)	(222,952)
Outdoor Lease Payments/% Rents	(51,764)	(05.400)	(000 007)	(685,844)	(50,431)	(057 500)	(4.007.004)	(685,844)	(000 500)	(41,705)	(000 500)	(685,844)	(070 005)	(47,603)	(000,000)	(685,844)	(000 050)
Total Op. Cash Disbursements	(1,479,332)	(35,408)	(932,867)	(1,287,681)	(1,339,188)	(257,536)	(1,287,681)	(1,390,194)	(208,529)	(1,320,685)	(208,529)	(2,461,720)	(278,685)	(1,346,979)	(232,238)	(2,322,377)	(222,952)
Net Operating Cash Flow	(2,260)	1,571,733	256,618	206,870	155,362	1,237,014	181,870	(127,925)	875,655	(236,501)	875,655	(1,192,883)	1,092,913	24,619	1,114,360	(994,393)	833,369
Non-operating Payments						(18,750)				(18,750)				(18,750)			
Taxes (cash) Capex	(41,200)	(195,725)		(219,794)	(329,691)	(329,691)	(263,753)	(219,794)	(219,794)	(219,794)	(109,897)	(65,938)	(65,938)	(65,938)	(65,938)	(43,959)	(290,904)
Interest Expense / Fees	(11,200)	(100,720)		(210,701)	(020,001)	(020,001)	(200,700)	(210,701)	(210,704)	(210,701)	(100,007)	(00,000)	(00,000)	(00,000)	(00,000)	(10,000)	(200,001)
Pre-petition revolver interest <sup>1</sup>	(892,578)		(131,897)					(317,051)				(286,369)				(317,051)	
Pre-petition term loan interest <sup>1</sup>	(2,405,456)		(352,067)					(869,146)				(785,035)			-	(869,146)	
DIP facility interest	(=,,,		(15,000)	-			(105,000)	-	-	-	(105,000)	-	-	-	-	(185,938)	-
SVP/AG Commitment Fee				-	-	-	- '-	-	-		- '-	-	-	-	-	- '	-
SVP/AG DIP Fee		(600,000)	-	-			-	-	-	-	-	-		-	-	-	-
Professional Fees	(976,499)	(105,948)	-	-	(1,249,250)	-	-	-	(2,513,750)	-	-	-	(2,416,250)	-	-	-	-
Other Total Non-Operating Payments	(20,175,388) (24,491,121)	(901,673)	(498,964)	(219,794)	(1,578,941)	(348,441)	(368,753)	(1,405,991)	(2,733,544)	(238.544)	(214,897)	(1,137,342)	(2.482.188)	(84,688)	(65.938)	(1,416,094)	(290,904)
									, , , ,	(,- ,			( , - , ,		(,,		
Total Cash Disbursements	(25,970,453)	(937,081)	(1,431,831)	(1,507,475)	(2,918,130)	(605,977)	(1,656,434)	(2,796,186)	(2,942,073)	(1,559,229)	(423,426)	(3,599,062)	(2,760,873)	(1,431,667)	(298,176)	(3,738,471)	(513,856)
Cash Balance																	
Beginning Cash Balance (per Book)	\$ 27,898,921 \$	3,405,540 \$	9,075,600 \$	8,833,254 \$		7,396,750 \$	8,285,323 \$					9,892,348 \$	7,562,122 \$	6,172,847 \$	6,112,778 \$	7,161,199 \$	9,750,713
Net Case Inflow / (Outflow)	(24,493,381)	670,060	(242,346)	(12,925)	(1,423,579)	888,573	(186,883)	(1,533,916)	(1,857,889)	(475,045)	660,758	(2,330,225)	(1,389,276)	(60,069)	1,048,422	(2,410,487)	542,465
Draw/(Repayment) Ending Cash Balance (per book)	3.405.540	5,000,000 9.075.600	8.833.254	8.820.329	7.396.750	8.285.323	8.098.440	6.564.524	5,000,000 9,706,634	9.231.590	9.892.348	7.562.122	6.172.847	6.112.778	7.161.199	5,000,000 9,750,713	10.293.178
Ending Cash Balance (per book)	3,403,340	9,073,000	0,033,234	0,020,029	7,350,730	0,200,323	0,030,440	0,304,324	5,700,034	9,231,390	9,092,340	1,302,122	0,172,047	0,112,770	7,101,133	9,730,713	10,293,176
DIP Loan:																	
Beginning Balance	\$ - \$	- 9	5,000,000 \$	5,000,000 \$	5,000,000 \$	5,000,000 \$	5,000,000 \$	5,000,000 \$	5,000,000 \$	10,000,000 \$	10,000,000 \$	10,000,000 \$	10,000,000 \$	10,000,000 \$	10,000,000 \$	10,000,000 \$	15,000,000
Draw/(Repayment)	-	5,000,000	-	-	-	-	-	-	5,000,000	-	-	-	-	-	-	5,000,000	-
Ending Balance		5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	15,000,000	15,000,000
Total DIP	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000
Available Under DIP	20,000,000	15,000,000	15,000,000	15,000,000	15,000,000	15,000,000	15,000,000	15,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	5,000,000	5,000,000
Compliance Summary:																	
Cumulative Receipts (Budgeted)	NA	1,668,304	2,475,872	3,970,422	5,464,973	6,959,523	8,429,074	9,691,343	10,775,527	11,859,711	12,943,895	14,212,732	15,584,330	16,955,927	18,302,525	19,630,510	20,686,831
Cumulative Receipts (Compliance @ 85.0%)	NA	1,418,059	2,104,491	3,374,859	4,645,227	5,915,595	7,164,713	8,237,642	9,159,198	10,080,754	11,002,311	12,080,822	13,246,680	14,412,538	15,557,147	16,685,933	17,583,806
Cumulative Receipts (Actual)	NA	1,607,141	2,796,625														
Cumulative Receipts (Actual % to Budget)	NA	96%	113%														
Cumulative Receipts Cushion (@ 85%)	NA	189,082	692,134														
0 11 51 1 15		004 700	5 570 440	7.077.007	0.000.010	40.004.004	10.050.100	45.054.040	47 000 000	10 555 015	10.070.011	00 570 400	00 000 077	07 770 044	00 000 400	04 007 500	00 004 447
Cumulative Disbursements (Budgeted) Cumulative Disbursements (Compliance @ 115.0%)	NA NA	881,722 1,013,980	5,570,412 6,405,974	7,077,887	9,996,016	10,601,994	12,258,428 14,097,192	15,054,613 17,312,805	17,996,686	19,555,915	19,979,341 22,976,242	23,578,403	26,339,277 30,290,168	27,770,944 31,936,585	28,069,120	31,807,590 36,578,729	32,321,447 37,169,664
Gurnulative Disbursements (Compilance @ 115.0%)	NA	1,013,960	0,400,974	8,139,570	11,495,419	12,192,293	14,097,192	17,312,000	20,696,189	22,489,302	22,910,242	27,115,164	30,290,100	31,930,000	32,279,488	30,370,729	37,109,004
Cumulative Disbursements (Actual)	NA	937.081	2.368.912														
Cumulative Disbursements (Actual)  Cumulative Disbursements (Actual % to Budget)	NA NA	106%	2,366,912														
Cumulative Disbursements Cushion (@ 115%)	NA NA	76.899	4.037.062														
(@ 11070)		,	.,,														

Notes (1) Prime rate of 3.5% and 3.0% assumed for Q1-10 and Q2-10, respectively. Applicable margin includes 2.0% default rate

C. NextMedia Group DIP Budget - December 6.5

Week Ended	04/15/10	04/22/10	04/29/10	05/06/10	05/13/10	05/20/10	05/27/10	06/03/10	06/10/10	06/17/10	06/24/10	07/01/10	12/17/09-07/01/10	12/24/09-07/01/10
Cash Flows Actual/Forecast	Forecast	Total	Total											
Inflows / (Outflows)														
Cash Receipts														
A/R - cash	1,056,321	1,056,321	1,031,321	1,424,590	1,483,771	1,483,771	1,458,771	1,555,494	1,653,340	1,653,340	1,653,340	1,592,133	39,586,985	38,109,956
Other			-						4 050 040	4 050 040	4 050 040	4 500 400	184	141
Total Cash Receipts	1,056,321	1,056,321	1,031,321	1,424,590	1,483,771	1,483,771	1,458,771	1,555,494	1,653,340	1,653,340	1,653,340	1,592,133	39,587,169	38,110,097
Cash Disbursements														
Payroll	(1,049,812)	-	(1,049,812)		(1,049,812)	-	-	(1,049,812)	-	(1,049,812)	-	(1,049,812)	(14,519,003)	(13,482,724)
Accounts Payable	(213,762)	(267,543)	(221,017)	(635,708)	(271,740)	(216,707)	(220,259)	(612,375)	(221,512)	(231,659)	(221,512)	(562,972)	(9,354,337)	(8,963,049)
Outdoor Lease Payments/% Rents Total Op. Cash Disbursements	(47,603)	(007 540)	(4.070.000)	(685,844)	(4.004.550)	(47,603)	(220,259)	(685,844)	(004 540)	(47,603)	(004 540)	(685,844)	(5,135,220)	(5,083,456)
Total Op. Cash Disbursements	(1,311,177)	(267,543)	(1,270,829)	(1,321,552)	(1,321,552)	(264,310)	(220,259)	(2,348,031)	(221,512)	(1,329,074)	(221,512)	(2,290,020)	(29,008,561)	(27,529,229)
Net Operating Cash Flow	(254,856)	788,778	(239,508)	103,038	162,218	1,219,460	1,238,512	(792,537)	1,431,828	324,266	1,431,828	(706,495)	10,578,608	10,580,868
Non-operating Payments														
Taxes (cash)	(18,750)					(18,750)					(18,750)	-	(112,500)	(112,500)
Capex	(193,936)	(193,936)	(193,936)	(193,936)	(193,936)	(96,968)	(96,968)	(96,968)	(96,968)	(96,968)	(96,968)	(96,968)	(4,396,204)	(4,355,004)
Interest Expense / Fees				(000.450)				(010 507)				(000 450)	(0.005.410)	(1,972,841)
Pre-petition revolver interest <sup>1</sup> Pre-petition term loan interest <sup>1</sup>			-	(303,452) (829,415)	-	-	-	(313,567) (857,062)	-	-	-	(303,452) (829,415)	(2,865,419) (7,796,742)	(5,391,287)
DIP facility interest			(183,750)	(629,415)			(210,000)	(657,062)				(262,500)	(1,067,188)	(1,067,188)
SVP/AG Commitment Fee	-	-	-	-	-	-	-	-	-	-	-	(===,===)		(1,001,100)
SVP/AG DIP Fee	-	-	-	-	-	-	-	-	-	-	-	-	(600,000)	(600,000)
Professional Fees Other	(2,217,000)	-	-	-	(1,591,250)	-	-	-	-	(1,621,250)	-	-	(12,691,198)	(11,714,699)
Total Non-Operating Payments	(2,429,686)	(193,936)	(377,686)	(1,326,803)	(1,785,186)	(115,718)	(306,968)	(1,267,598)	(96,968)	(1,718,218)	(115,718)	(1,492,335)	(20,175,388) (49,704,639)	(25,213,518)
	* * * *		, , ,	, , , ,			, , ,		,				(10,701,000)	(20,210,010)
Total Cash Disbursements	(3,740,863)	(461,479)	(1,648,515)	(2,648,356)	(3,106,738)	(380,028)	(527,227)	(3,615,629)	(318,480)	(3,047,292)	(337,230)	(3,790,964)		
Cash Balance														
	\$ 10,293,178 \$		8,203,478 \$	7,586,284 \$	6,362,519 \$	9,739,551 \$		11,774,838 \$	9,714,703 \$	11,049,563 \$	9,655,611 \$	10,971,721		
Net Case Inflow / (Outflow)	(2,684,542)	594,842	(617,194)	(1,223,765)	(1,622,967)	1,103,742	931,544	(2,060,134)	1,334,860	(1,393,952)	1,316,110	(2,198,831)		
Draw/(Repayment) Ending Cash Balance (per book)	7.608.636	8.203.478	7.586.284	6.362.519	5,000,000 9,739,551	10.843.294	11.774.838	9.714.703	11.049.563	9,655,611	10,971,721	8,772,890		
Ending Guon Education (per Book)	7,000,000	0,200,470	7,000,201	0,002,010	0,700,001	10,010,201	11,771,000	0,711,700	11,010,000	0,000,011	10,071,721	0,772,000		
DIP Loan:														
	\$ 15,000,000 \$	15,000,000 \$	15,000,000 \$	15,000,000 \$	15,000,000 \$	20,000,000 \$	20,000,000 \$	20,000,000 \$	20,000,000 \$	20,000,000 \$	20,000,000 \$	20,000,000		
Draw/(Repayment) Ending Balance	15,000,000	15,000,000	15,000,000	15,000,000	5,000,000 20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000		
Litting Balance	13,000,000	13,000,000	13,000,000	13,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000		
Total DIP	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000		
Available Under DIP	5,000,000	5,000,000	5,000,000	5,000,000	-	-	-	-	-	-	-			
Compliance Summary:														
Cumulative Receipts (Budgeted)	21,743,152	22,799,473	23,830,794	25,255,384	26,739,154	28,222,925	29,681,696	31,237,190	32,890,530	34,543,870	36,197,210	37,789,344		
Cumulative Receipts (Compliance @ 85.0%)	18,481,679	19,379,552	20,256,175	21,467,076	22,728,281	23,989,486	25,229,441	26,551,612	27,956,951	29,362,290	30,767,629	32,120,942		
Cumulative Receipts (Actual)														
Cumulative Receipts (Actual)  Cumulative Receipts (Actual)  to Budget)														
Cumulative Receipts Cushion (@ 85%)														
Considering Birth annual (Budested)	00,000,000	00 500 700	00 170 000	40,000,050	40.007.007	44.007.405	44 004 050	40, 450, 000	40 700 704	E1 010 0E0	E0 4E0 000	EE 044 047		
Cumulative Disbursements (Budgeted) Cumulative Disbursements (Compliance @ 115.0%)	36,062,309 41,471,656	36,523,788 42,002,357	38,172,303 43,898,149	40,820,659 46,943,757	43,927,397 50,516,506	44,307,425 50.953.539	44,834,652 51,559,850	48,450,280 55,717,822	48,768,761 56,084,075	51,816,053 59,588,461	52,153,283 59,976,276	55,944,247 64,335,884		
Companie Disbursements (Compliance @ 113.0%)	+1,+71,000	-2,002,007	-5,050,143	-13,340,737	55,510,500	55,555,555	51,555,650	55,717,022	55,004,075	55,500,401	55,575,275	54,005,004		

Cumulative Disbursements (Actual) Cumulative Disbursements (Actual % to Budget) Cumulative Disbursements Cushion (@ 115%)

Notes
(1) Prime rate of 3.5% and 3.0% assumed for Q1-10 and



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/10

			01/04/10
PRODUCER	1-303-773-9999	THIS CERTIFICATE IS ISSUED AS A MATTER C	F INFORMATION
Arthur J. Gallagher Risk Ma	nagement Services, Inc.	ONLY AND CONFERS NO RIGHTS UPON THE HOLDER. THIS CERTIFICATE DOES NOT AME	
6399 S. Fiddlers Green Cir		ALTER THE COVERAGE AFFORDED BY THE P	OLICIES BELOW.
Suite 200			
Greenwood Village, CO 80111 Lori Smith (303) 889-2608		INSURERS AFFORDING COVERAGE	NAIC#
INSURED		INSURER A: TWIN CITY FIRE INS CO CO	29459
NextMedia Group, Inc.		INSURER B: HARTFORD FIRE IN CO	19682
6312 S Fiddlers Green Circl	e, Suite 205 E.	INSURER C: HARTFORD CAS INS CO	29424
Greenwood Village, CO 80111	_	INSURER D: EXECUTIVE RISK IND INC	35181
		INSURER E:	

### **COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR	ויחת		AY HAVE BEEN REDUCED BY PAID		POLICY EXPIRATION		
LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMIT	<del>-</del>
A		GENERAL LIABILITY	34UENAK8485	10/01/09	10/01/10	EACH OCCURRENCE DAMAGE TO RENTED	\$1,000,000
		X COMMERCIAL GENERAL LIABILITY				PREMISES (Ea occurrence)	\$1,000,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000
		X POLICY PRO- JECT LOC					
В		AUTOMOBILE LIABILITY  X ANY AUTO	34UENAK8485	10/01/09	10/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
		HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
		X Comp Ded: \$1,000 Coll Ded: \$1,000				PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
C		EXCESS / UMBRELLA LIABILITY	34RHUIQ6488	10/01/09	10/01/10	EACH OCCURRENCE	\$1,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	\$1,000,000
							\$
		DEDUCTIBLE					\$
		X RETENTION \$ 10,000					\$
A		KERS COMPENSATION EMPLOYERS' LIABILITY	34WERE9295	10/01/09	10/01/10	X WC STATU- TORY LIMITS OTH- ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE T / IN				E.L. EACH ACCIDENT	\$1,000,000
	(Man	CER/MEMBER EXCLUDED? datory in NH)				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
		s, describe under CIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	OTHE Med:		81676963	10/01/09		Limit: Deductible: See Below*	5,000,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\*Media Liability Limits: Covered Subpeona - \$500,000. Deductible \$3,000, each covered Subpeona.

United States Trustee District of Delaware is named as Trustee/Additional Insured as respects General Liability, Automobile Liability and Media/Professional Liability.

Should the policy cancel, a notice of cancellation will be sent to the Certificate Holder for all policies referenced above.

CERTIFICATE HOLDER	
	_

CANCELLATION \*10 Days for Non-Payment of Premium

United States Trustee District of Delaware

844 King Street Suite 2207, Lockbox 35 Wilmington, DE 19801

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Rot & Bang

### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/04/10

		<u> </u>			01/04/10	
PRODUCER Arthur J. Gallagher Risk Manageme	1-303-773-9999 ent Services, Inc.	ONLY AN	D CONFERS N	UED AS A MATTER OF O RIGHTS UPON THE ATE DOES NOT AMEN	E CERTIFICATE	
6399 S. Fiddlers Green Cir				FFORDED BY THE PO		
Suite 200 Greenwood Village, CO 80111 Lori Smith (303) 889-2608		INSURERS A	AFFORDING COV	'ERAGE	NAIC#	
INSURED						
NextMedia Group, Inc.		INSURER A: FEL	DERAL INS CO		20281	
6312 S Fiddlers Green Circle, Sui	te 205 E.	INSURER C:				
Greenwood Village, CO 80111	INSURER D:					
		INSURER E:				
ANY REQUIREMENT, TERM OR CONDITION MAY PERTAIN, THE INSURANCE AFFORDE	N OF ANY CONTRACT OR OTHER I D BY THE POLICIES DESCRIBED HE	URED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR REIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH				
POLICIES. AGGREGATE LIMITS SHOWN MA			POLICY EXPIRATION DATE (MM/DD/YYYY)			
LTR INSRD TYPE OF INSURANCE	POLICY NUMBER	ATE (MM/DD/YYYY)	DATE (MM/DD/YYYY)	LIMITS		
GENERAL LIABILITY				DAMAGE TO RENTED	\$	
COMMERCIAL GENERAL LIABILITY				(20 0000000)	\$	
CLAIMS MADE OCCUR				MED EXP (Any one person)	\$	
				PERSONAL & ADV INJURY	\$	
				GENERAL AGGREGATE	\$	
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- LOC				PRODUCTS - COMP/OP AGG	\$	
	+					
AUTOMOBILE LIABILITY  ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$	
ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$	
HIRED AUTOS				BODILY INJURY (Per accident)	\$	
NON-OWNED AUTOS				DDODEDTY DAMAGE	\$	
GARAGE LIABILITY				(Per accident)		
ANY AUTO				EA ACC	\$ \$	
ANY AUTO				ALITO ONLY:	\$	
EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$	
OCCUR CLAIMS MADE				AGGREGATE	\$	
					\$	
DEDUCTIBLE					\$	
RETENTION \$					\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- OTH- TORY LIMITS ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE					\$	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE	\$	
If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$	
OTHER A Fiduciary: Claims-Made po Claims Made Policy: Retro Retroactive Date: 6/1/00	8210-8087	10/01/09		Per Claim: VlntryCompliancloss Retention	1,000,000 25,000 5,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICL United States Trustee District of Should the policy cancel, a notic	Delaware is named as Trus	stee/Addition	nal Insured.	older.		
CERTIFICATE HOLDER		CANCELLAT	TON			
		T		ED POLICIES BE CANCELLED BE	FORE THE EXPIRATION	
		1		ER WILL ENDEAVOR TO MAIL _		
United States Trustee		1		_		
District of Delaware		1		R NAMED TO THE LEFT, BUT FAIL		
844 King Street		1		Y OF ANY KIND UPON THE INS	UKER, IIS AGENTS OR	
Suite 2207, Lockbox 35		REPRESENTATI	DDECENTATIVE			
Wilmington, DE 19801		AUTHORIZED REF	PRESENTATIVE	Pat 8 Band	_	
1	USA		( -	soul o Comp	354	

### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

### ORGNAL

### IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re: § Chapter 11

NEXTMEDIA GROUP, INC., et al., <sup>1</sup> § Case No. 09-14463 (PJW) § (Joint Administration Pending)

Debtors. 

Re: Docket No. 9

ORDER PURSUANT TO SECTIONS 345, 363, 1107 AND 1108 OF THE BANKRUPTCY CODE (I) AUTHORIZING CONTINUED USE OF EXISTING (A) CASH MANAGEMENT SYSTEM AND (B) BANK ACCOUNTS, AND BUSINESS FORMS AND (II) WAIVING ON AN INTERIM BASIS COMPLIANCE WITH DEPOSIT AND INVESTMENT GUIDELINES

Upon the motion (the "Motion") of NextMedia Group, Inc., and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "Debtors"), for Order Pursuant to Sections 345, 363, 1107, and 1108 of the Bankruptcy Code (i) Authorizing Continued Use of Existing (A) Cash Management System and (B) Bank Accounts and Business Forms and (ii) Waiving on an Interim Basis Compliance with Deposit and Investment Guidelines; and this Court having jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that sufficient notice of the Motion has been given and that no other or further notice need be provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors and their estates; and after due deliberation and good cause appearing therefor, it is<sup>2</sup>

The Debtors in these chapter 11 cases, along with the last four (4) digits of their taxpayer identification numbers, are: NextMedia Group, Inc. ("NM Group") (0791), NextMedia Investors LLC ("NM Investors") (9403), NextMedia Operating, Inc. ("NM OpCo") (5397), NM Licensing LLC (5396), NextMedia Outdoor, Inc. (5398), NM Texas, Inc. (4229), NextMedia Northern Colorado, Inc. (8422), NextMedia Franchising, Inc. (9913) and NextMedia Outdoor, LLC (9700). The Debtors' corporate headquarters are located at 6312 S. Fiddler's Green Circle, #205E, Greenwood Village, Colorado 80111.

<sup>&</sup>lt;sup>2</sup> Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Motion.

ORDERED that the Motion be, and it hereby is, granted; and it is further

ORDERED that the Debtors are authorized to continue to manage their cash pursuant to the Cash Management System, and to collect, concentrate, and disburse cash in accordance with that Cash Management System; and it is further

ORDERED that the Debtors are authorized to (i) designate, maintain, and continue to use any or all of the Bank Accounts, (ii) deposit funds into and withdraw funds from such accounts by all usual means, including, without limitation, checks, wire transfers, automated transfers, and other debits, and (iii) treat their prepetition Bank Accounts for all purposes as debtor in possession accounts; and it is further

ORDERED that all Banks at which the Debtors maintained Bank Accounts as of the Petition Date are authorized and directed to continue to treat, service, and administer the Bank Accounts as accounts of the respective Debtor as a debtor in possession without interruption and in the usual and ordinary course, and to receive, process, honor and pay any and all checks, drafts, wires, or other transfers by the holders or makers thereof, as the case may be; provided however, that any check drawn or issued by the Debtors prior to the Petition Date may only be honored if specifically authorized by Order of this Court; and it is further

ORDERED that each Bank that maintains a Disbursement Account shall implement reasonable handling procedures designed to effectuate the terms of this Order, and no Bank that implements such handling procedures and then honors a prepetition check or other item drawn on any Bank Account that is the subject of this Order either (i) at the direction of the Debtors to honor such prepetition check or item, (ii) in good faith belief that the Court has authorized such prepetition check or item to be honored, or (iii) as a result of an innocent mistake made despite

implementation of such handling procedures, shall be deemed in violation of this Order; and it is further

ORDERED that nothing contained herein shall prevent the Debtors from closing any Bank Account(s) or opening any additional bank accounts, as they may deem necessary and appropriate, with notice to the U.S. Trustee, the Debtors' pre- and post-petition lenders and any official committee that may be appointed; <u>provided however</u>, that any new account shall be with a bank that is insured with the Federal Deposit Insurance Corporation and organized under the laws of the United States or any state; and it is further

ORDERED that the Debtors are authorized to use their existing checks and Business Forms and are not required to (i) obtain new stock reflecting their status as debtors in possession, including listing the chapter 11 case numbers under which these cases being jointly administered, or (ii) print "debtor in possession" on any of their checks or Business Forms or in wire transfer instructions unless and until the Debtors re-order new checks and Business Forms; and it is further

ORDERED that the requirement that the Debtors comply with section 345 of the Bankruptcy Code is hereby waived on an interim basis for a period of 60 days from the Petition Date. If the Debtors determine that they cannot comply with section 345 of the Bankruptcy Code within such 60 day period then they shall file a request for a permanent waiver of the section 345 requirements; and it is further

ORDERED that for banks at which the Debtors hold accounts that are party to a Uniform Depository agreement with the Office of the United States Trustee for the District of Delaware, within fifteen (15) days of the date of entry of this Order the Debtors shall (a) contact each bank, (b) provide each of the Debtors' employer identification numbers and (c) identify each of their

accounts held at such Banks as being held by a debtor in possession in a bankruptcy case; and it is further

ORDERED that for Banks at which the Debtors hold accounts that are not party to a Uniform Depository agreement with the Office of the United States Trustee for the District of Delaware, the Debtors shall use their good-faith efforts to cause the bank to execute a Uniform Depository agreement in a form prescribed by the Office of the United States Trustee within forty-five (45) days of the date of this Order. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned Banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved. This paragraph and the preceding paragraph of this Order shall apply to any bank accounts opened by the Debtors subsequent to entry of this Order; provided, however, that the deadlines referenced in the paragraphs shall run from the respective dates on which the accounts are opened; and it is further

ORDERED that the Debtors are authorized to take all appropriate action to effectuate the relief granted herein; and it is further

ORDERED, that notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained, hereunder shall be subject to the requirements imposed on the Debtors under any approved debtor in possession financing facility, any budget in connection therewith and any order regarding the use of cash collateral; and it is further

ORDERED that Rule 6003(b) of the Federal Rules of Bankruptcy Procedure has been satisfied because the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: December 2 2, 2009 Wilmington, Delaware

## EXHIBIT A

## BANK ACCOUNTS

## NextMedia Bank and Investment Accounts

### **US Bank**

Account Name	Account Numbers	Type	Description
NextMedia Group, Inc.	X-XXX-XXXX-7649	Group	Interest Earning Acct
NextMedia Group, Inc.	X-XXX-XXXX-9671	Group - Investment	Overnight Investment
NextMedia Operating, Inc.	X-XXX-XXXX-7656	Radio - ZBA	Corporate Deposits
NextMedia Operating, Inc.	X-XXX-XXXX-6004	Radio - Disbursement	Radio Controlled Disb
NextMedia Outdoor, Inc.	X-XXX-XXXX-7631	Outdoor - ZBA	Outdoor Acct
NextMedia Outdoor, Inc.	X-XXX-XXXX-6358	Outdoor - Disbursement	Outdoor Controlled Disb

Address:
DN-CO-BB4A
918 17TH Street, 4th Floor
Denver, CO 80202

Exhibit A - Page 1

# NextMedia Mailing Addresses for Petty Cash Accounts

NAME ON ACCOUNT	NextMedia Group LLC	NextMedia Operating, Inc	NextMedia Operating, Inc	NextMedia Operating, Inc / W H B C - AM/FM	NextMedia / Kenosha - Petty Cash	NextMedia	NextMedia Group Operating Inc / Petty Cash Account	NextMedia Operating, Inc
ACCOUNT NUMBER	XXXXXX2902	XXXX XXXX 0848	XXXXXXX7533	XXXXXXX4936	XXXXXX0248	XXXXXX9351	XXX1301	XXXXX9050
PHONE NUMBER	800-618-5503	800-765-8686	800-325-4296	330-438-1200	262-942-1111	815-774-2000	815-459-2000	989-797-9289
BANK ADDRESS	2820 West F.M. Rd 120	Denison, 1X 75020 P.O. Box 25118 Tampa, FL 33622-5118	P.O. Box 25118 Tampa, FL 33622-5118	P.O. Box 4658 Zanesville, OH 43702-4658	7027 Green Bay Road, Kenosha, WI 53142	50 West Jefferson St., Joliet, IL 60432	40 Grant St., Crystal Lake, IL 60014-4314	P.O. Box 8043 Royal Oak, MI 48068-8043
BANK NAME	Landmark Bank	Bank of America	Bank of America	Unizan Bank	Southport Bank	First Midwest Bank	Home State Bank	National City Bank
Radio	MARKET 10300 Texoma	10700 Myrtie Beach	10800 Kinston	11000 Canton	11100 Waukegan/Kenosha	11200 Joliet	11300 Crystal Lake	11800 Saginaw

Exhibit A - Page 2

NAME ON ACCOUNT	NextMedia Outdoor, Inc.	NextMedia Outdoor, Inc.
N. A.	XXXX XXXX 8439	X-XXX-XXXX- 6314
PHONE NUMBER ACCOUNT NUMBER	888-287-4637	866-853-2447
BANK ADDRESS NUMBER ACCOL	Bank of America, N.A. P.O. BOX 25118, Tampa, FL 33622-5118	DN-CO-BB4A, 918 17TH Street, 4th Floor Denver, CO 80202
Outdoor MARKET	Bank of America	US Bank
Outdoor MARKET	88 Myrtle Beach	92 Green Bay

Exhibit A - Page 3

In reNextMedia Group, Inc	Case No. 09-14463 (PJW)
Debtor	Reporting Period:_INITIAL

### SCHEDULE OF RETAINERS PAID TO PROFESSIONALS

(This schedule is to include each Professional paid a retainer 1)

	Check				Amount Applied	
Payee	Date	Number	Name of Payor	Amount		Balance
PriceWaterhouseCoopers	6/30/2009		NEXTMEDIA OPERATING INC.	\$50,000.00	\$0.00	\$50,000.00
Richards Layton & Finger	12/16/2009		NEXTMEDIA GROUP	\$100,000.00		\$100,000.00
BMC Group, Inc.	12/16/2009		NEXTMEDIA GROUP	\$10,000.00		
Andrews Kurth	12/17/2009		NEXTMEDIA OUTDOOR	\$400,000.00		
Brownstein Hyatt Farber Schreck	12/17/2009		NEXTMEDIA GROUP	\$100,000.00		\$100,000.00
Dechert, LLP	12/18/2009	WIRE	NEXTMEDIA MASTER ACCOUNT	\$70,000.00	\$0.00	\$70,000.00

<sup>&</sup>lt;sup>1</sup> Identify all Evergreen Retainers