Courtside Acquisition Corp
Form DEF 14A
June 15, 2007
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SCHEDULE 14A

(Rule 14a-101)

INFORMATION REQUIRED IN PROXY STATEMENT

SCHEDULE 14A INFORMATION

Proxy Statement Pursuant to Section 14(a)
of the Securities Exchange Act of 1934

Filed by the Registrant

Filed by a Party other than the Registrant

Check the appropriate box:

Preliminary Proxy Statement	Confidential, For Use of the Commission Only (as permitted by Rule 14a-6(e)(2))
Definitive Proxy Statement	
Definitive Additional Materials	
Soliciting Material Under Rule 14a-12	

COURTSIDE ACQUISITION CORP.
(Name of Registrant as Specified in Its Charter)

(Name of Person(s) Filing Proxy Statement, if Other Than the Registrant)

Payment of Filing Fee (Check the appropriate box):

No fee required.
Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

(1) Title of each class of securities to which transaction applies:
Common stock of Courtside Acquisition Corp.

(2) Aggregate number of securities to which transaction applies:
2,192,982 (maximum) shares

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):
Average of the bid and ask price as of , 2007 ($)

(4) Proposed maximum aggregate value of transaction:
$206,000,000

(5) Total fee paid:
$6,324.20

Fee paid previously with preliminary materials: $6,324.20
Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the form or schedule and the date of its filing.
(1) Amount previously paid:
(2) Form, Schedule or Registration Statement No.:
(3) Filing Party:
(4) Date Filed:

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This proxy statement is dated June 15, 2007 and is first being mailed to Courtside stockholders on or about June 15, 2007.

COURTSIDE ACQUISITION CORP.
1700 Broadway, 17th Floor
New York, New York 10019

NOTICE OF SPECIAL MEETING IN LIEU OF ANNUAL MEETING OF STOCKHOLDERS
TO BE HELD ON JUNE 26, 2007

TO THE STOCKHOLDERS OF COURTSIDE ACQUISITION CORP.:

NOTICE IS HEREBY GIVEN that a special meeting in lieu of annual meeting of stockholders of Courtside Acquisition Corp. (''Courtside''), a Delaware corporation, will be held at 10:00 a.m. eastern time, on June 26, 2007, at the offices of Graubard Miller, Courtside's counsel, at The Chrysler Building, 405 Lexington Avenue, 19th Floor, New York, New York 10174. You are cordially invited to attend the meeting, which will be held for the following purposes:

(1) to consider and vote upon a proposal to approve the Asset Purchase Agreement, dated as of January 24, 2007, among Courtside, American Community Newspapers LLC (''ACN''), and ACN Holding LLC, as amended on May 2, 2007, which, among other things, provides for the acquisition of substantially all of the assets, and the assumption of certain liabilities, of ACN for a total consideration of approximately $206,000,000 (of which up to $12,500,000 may be paid in shares of Courtside common stock valued at $5.70 per share and the balance will be paid in cash), subject to certain increases or decreases, including adjustments for working capital, plus, if certain newspaper cash flow and Courtside stock price targets are achieved, up to an additional $25,000,000. Courtside will borrow approximately $133,000,000 to fund the cash portion of the purchase price, which will supplement the approximately $78,150,000 of funds in Courtside's trust account that will also be used for that purpose. If conversions into cash of our Public Shares (as defined below) exceed $4.2 million (5.3% of the Public Shares), we will be required to obtain additional financing in order to be able to close the acquisition – we refer to this proposal as the acquisition proposal;

(2) to consider and vote upon a proposal to approve an amendment to the certificate of incorporation of Courtside to change the name of Courtside from ''Courtside Acquisition Corp.'' to ''American Community Newspapers Inc.'' – we refer

to this proposal as the name change amendment;

(3) to consider and vote upon a proposal to approve an amendment to the certificate of incorporation of Courtside to remove provisions that are no longer applicable to Courtside – we refer to this proposal as the Article Sixth amendment;

(4) to consider and vote upon a proposal to approve an equity-based incentive compensation plan for directors, officers, employees, consultants and others – we refer to this proposal as the incentive compensation plan proposal;

(5) to elect seven directors to Courtside's board of directors, of whom two will serve until the annual meeting to be held in 2008, three will serve until the annual meeting to be held in 2009 and two will serve until the annual meeting to be held in 2010 and, in each case, until their successors are elected and qualified – we refer to this proposal as the director election proposal; and

(6) to consider and vote upon a proposal to adjourn the special meeting to a later date or dates, if necessary, to permit further solicitation and vote of proxies if, based upon the tabulated vote at the time of the special meeting, Courtside is not authorized to consummate the acquisition – we refer to this proposal as the adjournment proposal.

These items of business are described in the attached proxy statement, which we encourage you to read in its entirety before voting. Only holders of record of Courtside common stock at the close of

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business on June 8, 2007 are entitled to notice of the special meeting and to vote and have their votes counted at the special meeting and any adjournments or postponements of the special meeting.

The acquisition proposal must be approved by the holders of a majority of the outstanding shares of Courtside common stock sold in its initial public offering (''IPO''), including holders who purchased such shares subsequent to the IPO, present in person or represented by proxy and entitled to vote at the special meeting. We refer to such shares as the ''Public Shares.'' The name change amendment and Article Sixth amendment proposals must each be approved by the holders of a majority of all outstanding shares of Courtside common stock. The incentive compensation plan proposal must be approved by the holders of a majority of all outstanding shares of Courtside common stock present in person or represented by proxy and entitled to vote at the meeting. Those directors who receive a plurality of votes cast for the respective positions will be elected. If the acquisition proposal is not approved, except for an adjournment proposal, the other proposals, including the election of directors, will not be presented to the stockholders for a vote.

Each Courtside stockholder who holds Public Shares has the right to vote against the acquisition proposal and at the same time demand that Courtside convert such stockholder's shares into cash equal to a pro rata portion of the funds held in the trust account into which a substantial portion of the net proceeds of Courtside's IPO was deposited. See the section entitled ''Special Meeting of Courtside Stockholders – Conversion Rights'' for the procedures to be followed if you wish to convert your shares into cash. The conversion price will be the amount equal to the funds in the trust account, determined as of two business days prior to the consummation of the acquisition, divided by the number of Public Shares on such date. No fees or expenses of any nature will be deducted from or charged to the trust account. Courtside's board of directors will review and confirm the calculation. On June 8, 2007, the record date for the meeting of stockholders, the conversion price (calculated in such manner) would have been $5.663 in cash for each Public Share. Public Shares owned by Courtside stockholders who validly exercise their conversion rights will be converted into cash only if the acquisition is consummated. If, however, the holders of 20% (2,760,000) or more of the Public Shares vote against the acquisition proposal and demand conversion of their shares, Courtside will not consummate the acquisition. Prior to exercising conversion rights, Courtside stockholders should verify the market price of Courtside's common stock as they may receive higher proceeds from the sale of their common stock in the public market than from exercising their conversion rights. Shares of Courtside's common stock are listed on the American Stock Exchange under the symbol CRB. On June 8, 2007, the record date, the last sale price of Courtside common stock was $5.63.

Courtside's initial stockholders, who purchased their shares of common stock prior to its IPO and, as of the record date, owned an aggregate of approximately 26.8% of the outstanding shares of Courtside common stock, have agreed to vote all of the shares they purchased prior to the IPO (17.9% of the outstanding shares), on the acquisition proposal in accordance with the vote of the majority of the votes cast by the holders of Public Shares. As a consequence, the voting of the pre-IPO shares will not have any effect on the outcome of the vote on the acquisition proposal. The initial stockholders have also indicated that they will vote such shares ''FOR'' the approval of the name change amendment, the Article Sixth amendment and the incentive compensation plan proposal and in favor of the director nominees and will vote any shares they acquired after the IPO for all of the proposals and the director nominees. In addition to their shares purchased prior to the IPO, Messrs. Goldstein, Greenwald and Aboodi purchased an aggregate of 1,500,000 Public Shares in the open market after the IPO. They intend to vote these Public Shares in favor of all of the proposals and the director nominees, making the adoption of such proposals and election of such nominees more likely.

After careful consideration, Courtside's board of directors has determined that the acquisition proposal and the other proposals are fair to and in the best interests of Courtside and its stockholders and unanimously recommends that you vote or give instruction to vote ''FOR'' the approval of all of the proposals and the persons nominated by Courtside's management for election as directors.

All Courtside stockholders are cordially invited to attend the special meeting in person. To ensure your representation at the special meeting, however, you are urged to complete, sign, date and return

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the enclosed proxy card as soon as possible. If you are a stockholder of record of Courtside common stock, you may also cast your vote in person at the special meeting. If your shares are held in an account at a brokerage firm or bank, you must instruct your broker or bank on how to vote your shares or, if you wish to attend the meeting and vote in person, obtain a proxy from your broker or bank. If you do not vote or do not instruct your broker or bank how to vote, it will have the same effect as voting against the name change amendment and the Article Sixth amendment.

A complete list of Courtside stockholders of record entitled to vote at the special meeting will be available for 10 days before the special meeting at the principal executive offices of Courtside for inspection by stockholders during ordinary business hours for any purpose germane to the special meeting.

Your vote is important regardless of the number of shares you own. Whether you plan to attend the special meeting or not, please sign, date and return the enclosed proxy card as soon as possible in the envelope provided.

Thank you for your participation. We look forward to your continued support.

By Order of the Board of Directors
Richard D. Goldstein
Chairman of the Board and
Chief Executive Officer

June 15, 2007

Neither the Securities and Exchange Commission nor any state securities commission has determined if this proxy statement is truthful or complete. Any representation to the contrary is a criminal offense.

SEE ‘‘RISK FACTORS’’ FOR A DISCUSSION OF VARIOUS FACTORS THAT YOU SHOULD CONSIDER IN CONNECTION WITH THE ACQUISITION.

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SUMMARY OF THE MATERIAL TERMS OF THE ACQUISITION

- The parties to the acquisition are Courtside Acquisition Corp. and American Community Newspapers LLC. See the section entitled ‘‘The Acquisition Proposal.’’
- ACN is a community newspaper publisher with operations in four major U.S. markets – Minneapolis – St. Paul, Dallas, Northern Virginia (suburban Washington, D.C.) and Columbus, Ohio. The Columbus operations were acquired by ACN on April 30, 2007. In these markets, it publishes three daily, and 83 weekly newspapers, each serving a specific community, and 14 niche publications, with a combined circulation of approximately 1,386,000 households as of April 30, 2007. See the section entitled ‘‘Business of ACN.’’
- Pursuant to the purchase agreement, Courtside will pay to ACN consideration of:

- $203,762,997 (of which up to $12,500,000 may be paid in shares of Courtside common stock valued at $5.70 per share and the balance will be paid in cash), plus an amount equal to the working capital of the business associated with the Columbus assets on April 30, 2007, the date of acquisition (estimated at $1,886,245), and ACN's capitalized expenses incurred in connection with such acquisition, for substantially all of ACN's assets at the closing, subject to certain adjustments, including working capital. See ''The Acquisition Proposal – Acquisition Consideration – Purchase Price.'' As of March 31, 2007, on a pro forma basis after giving effect to the Columbus acquisition, such adjustments (including the estimated working capital payment in respect of the Columbus business of $1,886,245) would have increased the purchase price by $2,565,073.
- $1,000,000 if ACN's newspaper cash flow (''NCF'') for 2008 is equal to or greater than $19,000,000, with such payment increasing to $15,000,000, in specified increments, if ACN's NCF for 2008 equals or exceeds $21,000,000. NCF is a measurement of cash flow frequently used in evaluating newspaper operations and is equal to earnings before interest expense, taxes on income, depreciation and amortization expense and corporate overhead expense subject to adjustment for nonrecurring and extraordinary items.
- $10,000,000 if, during any 20 trading days within any 30 trading day period through July 7, 2009, the last reported sale price of Courtside common stock exceeds $8.50 per share (equitably adjusted to account for stock combinations, stock splits, stock dividends and the like).

- Courtside will also assume ACN's contractual liabilities (including the liabilities that ACN assumed in the Columbus acquisition) arising after the closing and other liabilities, to the extent such other liabilities are taken into account in the calculation of the working capital adjustments, but in no event will it assume ACN's liabilities for indebtedness for borrowed money or capital leases. See the section entitled ''The Acquisition Proposal – Acquisition Consideration – Assumed Liabilities.'' On a pro forma basis, after giving effect to the Columbus acquisition, such liabilities that are capable of being quantified total approximately $500,000 for the period July 1, 2007 through December 31, 2007 and approximately $700,000 for the year ending December 31, 2008.
- Upon execution of the purchase agreement, Courtside placed $700,000 in escrow with an independent escrow agent as a deposit. If the acquisition is not consummated, all or a portion of the deposit will be paid to ACN or returned to Courtside, depending on the reason that the acquisition was not consummated. See the section entitled ''The Acquisition Proposal – Acquisition Consideration – Purchase Price Deposit.''
- Courtside has received financing commitments for up to $152,000,000 ($20,000,000 of which is a revolving credit facility), which will be used to pay $133,352,700 (less up to $12,500,000 to the extent that shares of Courtside common stock are issued in lieu of cash) of the purchase

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price (including working capital payments and transaction and finance fees) in excess of the amount available from the funds to be released to Courtside from the trust account (assuming no conversions) at the closing of the acquisition and also for working capital, future acquisitions and other corporate purposes.

- If conversions into cash of our Public Shares exceed $4.2 million (5.3% of the Public Shares), we will be required to obtain additional financing in order to be able to close the acquisition. Cash pay interest payments will be due on approximately $106.3 million of such indebtedness and will be approximately $9,285,240 per year, assuming interest at 8.36% per annum for certain portions and 8.61% per annum for the remainder and no conversions or repayment of principal. Such cash interest expense and total scheduled principal payments on the senior secured credit facilities through 2010 are as follows: 2007 – $9.3 million; 2008 – $11.4 million; 2009 – $13.5 million; 2010 – $15.25 million. The projections that Capitalink utilized in their analysis (and described in the section entitled ''The Acquisition Proposal – Capitalink Fairness Opinions'') project an improvement in EBITDA from FY2006 to FY2010, from approximately $16.4 million to $27.8 million, respectively. After deducting capital expenditures ($1.1 million in 2006 combined among ACN and Columbus and assuming such amount is constant in the future) from EBITDA and assuming no material additional expenditures that would reduce cash flow, ACN would have sufficient funds to cover the total cash interest and scheduled principal payments in each of the years 2007 through 2010. The purchase agreement contains a representation by Courtside that it has received financing commitments for at least $100,000,000 for the purpose of paying a portion of the purchase price and transaction expenses. See the section entitled ''The Acquisition Proposal – Financing Commitments.''

  - If conversions are at levels above that for which Courtside can provide funding through borrowings of junior subordinated securities (debt or preferred stock), it will not be able to meet the financing condition that it contribute $75 million equity to its subsidiary that will acquire the assets because a portion of the trust account funds will be required for payment to the converting stockholders. As Courtside has no alternative source of funding, it will not be able to close the acquisition and will be in breach of its obligations under the purchase agreement. In such event ACN would be entitled to receive the entire $700,000 deposit paid by Courtside on the signing of the purchase agreement as liquidated damages and Courtside will be required to liquidate as it will not be able to complete a business combination by July 7, 2007.

- To provide a fund for payment to Courtside with respect to its post-closing rights to indemnification under the purchase agreement for breaches of representations and warranties and covenants by ACN and liabilities not assumed by Courtside, there will be placed in escrow (with an independent escrow agent) $12,500,000 of the purchase price payable to ACN at closing (''Escrow Fund''). Claims for indemnification, other than those arising out of the acquisition of the Columbus operations, may be asserted against ACN by Courtside once its damages exceed $500,000 and will be reimbursable to the extent damages exceed such amount, except that claims made with respect to certain representations and warranties will not be subject to such deductible. Indemnification claims may be made until the later of (i) one year from the closing date and (ii) 45 days after the earlier of (A) the date that Courtside files its Annual Report on Form 10-K for the year ending December 31, 2007 and (B) the date on which Courtside's audited financial statements for such year have been completed, or for such further period as may be required pursuant to the Escrow Agreement, after which any monies remaining in the escrow fund shall be released to ACN, except that ACN shall continue to be responsible to pay Courtside, but no more than an amount equal to the funds so released, for indemnified losses resulting from breaches of specified representations of ACN and made prior to the expiration of the thirtieth day after the applicable statute of limitations. ACN and Courtside have also agreed that following

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Courtside's acquisition of ACN's assets, any claims for indemnification in respect of the Columbus operations will only be made by Courtside against the seller under the Columbus purchase agreement and not against ACN under the purchase agreement with Courtside. Under the Columbus purchase agreement, $3,063,410 of the purchase price was placed in escrow with an independent escrow agent to provide a fund in respect of post-closing rights to indemnification under the Columbus purchase agreement for breaches of representations and warranties and covenants of the seller. Any monies remaining in the escrow on April 30, 2008 will be released to the seller, except that the seller will continue to be responsible for indemnified losses resulting from claims made with respect to certain representations and warranties made prior to the expiration of the applicable statute of limitation, but only in an aggregate amount not to exceed the purchase price paid for the Columbus operations (less the amount of any other indemnifiable claims paid). See the section entitled ''The Acquisition Proposal – Indemnification of Courtside.''

- In addition to voting on the acquisition, the stockholders of Courtside will vote on proposals to change its name to American Community Newspapers Inc., to amend its charter to delete certain provisions that will no longer be applicable after the acquisition, to approve the incentive compensation plan, to elect seven directors to Courtside's board of directors and, if necessary, to approve an adjournment of the meeting. See the sections entitled ''Name Change Amendment Proposal,'' ''Article Sixth Amendment Proposal,'' ''Adjournment Proposal,'' ''2007 Incentive Equity Plan Proposal'' and ''Director Election Proposal.''
- After the acquisition, if management's nominees are elected, the directors of Courtside will be Eugene (Gene) M. Carr, Richard D. Goldstein, Bruce M. Greenwald, Dennis H. Leibowitz, Peter R. Haje, Robert H. Bloom and John A. Erickson. Upon completion of the acquisition, certain officers of ACN will become officers of Courtside holding positions similar to the positions such officers held with ACN. These officers are Eugene M. Carr, who will become chairman of the board, president and chief executive officer of Courtside, Daniel J. Wilson, who will become vice-president and chief financial officer of Courtside, and Jeffrey B. Coolman, who will become vice-president of sales and Minnesota group publisher of Courtside. Messrs. Carr, Wilson and Coolman have each entered into an employment agreement with Courtside, effective upon the acquisition. See the section entitled ''Director Election Proposal – Employment Agreements.''

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QUESTIONS AND ANSWERS ABOUT THE PROPOSALS

Q. Why am I receiving this proxy statement?	A. Courtside and ACN have agreed to a business combination under the terms of the Asset Purchase Agreement dated as of January 24, 2007, and amended on May 2, 2007, that is described in this proxy statement. This agreement, as amended, is referred to as the purchase agreement. Copies of the purchase agreement and the amendment are attached to this proxy statement as Annex A, which we encourage you to read.

You are being asked to consider and vote upon a proposal to approve the purchase agreement, which, among other things, provides for the acquisition by Courtside of substantially all of the assets, and the assumption by Courtside of contractual liabilities arising after the closing and other liabilities of ACN to the extent they are taken into account in the adjustments for working capital but not liabilities for indebtedness for borrowed money and capital leases. You are also being requested to vote to approve (i) an amendment to Courtside's certificate of incorporation to change the name of Courtside from ''Courtside Acquisition Corp.'' to ''American Community Newspapers Inc.,'' (ii) an amendment to Courtside's certificate of incorporation to make certain modifications to Article Sixth thereof, and (iii) the incentive compensation plan, but such approvals are not conditions to the acquisition. If the acquisition proposal is not approved by Courtside's stockholders, the other proposals will not be presented to the stockholders for a vote. Courtside's amended and restated certificate of incorporation, as it will appear if all amendments to its certificate of incorporation are approved, is annexed as Annex B hereto. The incentive compensation plan is annexed as Annex C hereto. In addition to the foregoing proposals, the stockholders will also be asked to consider and vote upon the election of seven directors of Courtside, which proposal will not be presented for a vote if the acquisition proposal is not approved. The stockholders will also be asked to consider and vote upon a proposal to adjourn the meeting to a later date or dates to permit further solicitation and vote of proxies if, based upon the tabulated vote at the time of the special meeting, Courtside would not have been authorized to consummate the acquisition.
Courtside will hold a special meeting of its stockholders to consider and vote upon these proposals. This proxy statement contains important information about the proposed acquisition and the other matters to be acted upon at the special meeting. You should read it carefully.
Your vote is important. We encourage you to vote as soon as possible after carefully reviewing this proxy statement.

Q.	Why is Courtside proposing the acquisition?	A.	Courtside was organized to effect an acquisition, capital stock exchange, asset acquisition or other similar business combination with an operating business. ACN is a privately-owned publisher of community newspapers. Based on its due diligence investigations of

	ACN and the community newspaper industry, including the financial and other information provided by ACN in the course of their negotiations, Courtside believes that ACN's management has successful experience in the community newspaper industry and that ACN has in place the infrastructure for strong business operations and to achieve growth both organically and through accretive strategic acquisitions. See the section entitled ''The Acquisition Proposal – Factors Considered by Courtside's Board of Directors.'' As a result, Courtside also believes that a business combination with ACN will provide Courtside stockholders with an opportunity to participate in a company with significant growth potential.
Q. Do I have conversion rights?	A. If you are a holder of Public Shares, you have the right to vote against the acquisition proposal and demand that Courtside convert such shares into a pro rata portion of the trust account in which a substantial portion of the net proceeds of Courtside's IPO are held. We sometimes refer to these rights to vote against the acquisition and demand conversion of the shares into a pro rata portion of the trust account as conversion rights.
Q. How do I exercise my conversion rights?	A. If you wish to exercise your conversion rights, you must (i) vote against the acquisition proposal, (ii) demand that Courtside convert your shares into cash, (iii) continue to hold your shares through the closing of the acquisition and (iv) then deliver your certificate to our transfer agent within the period specified in a notice you will receive from Courtside, which period will be not less than 20 days from the date of such notice. In lieu of delivering your stock certificate, you may deliver your shares to the transfer agent electronically using Depository Trust Company's DWAC (Deposit Withdrawal at Custodian) System. Any action that does not include an affirmative vote against the acquisition will prevent you from exercising your conversion rights. Your vote on any proposal other than the acquisition proposal will have no impact on your right to seek conversion.

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You may exercise your conversion rights either by checking the box on the proxy card or by submitting your request in writing to Gregg H. Mayer, vice president, controller and secretary of Courtside, at the address listed at the end of this section. If you (i) initially vote for the acquisition proposal but then wish to vote against it and exercise your conversion rights or (ii) initially vote against the acquisition proposal and wish to exercise your conversion rights but do not check the box on the proxy card providing for the exercise of your conversion rights or do not send a written request to Courtside to exercise your conversion rights, or (iii) initially vote against the acquisition but later wish to vote for it, you may request Courtside to send you another proxy card on which you may indicate your intended vote and, if that vote is against the acquisition proposal, exercise your conversion rights by checking the box provided for such purpose on the proxy card. You may make such request by contacting Courtside at the phone number or address listed at the end of this section.

Any corrected or changed proxy card or written demand of conversion rights must be received by Courtside prior to the special meeting. No demand for conversion will be honored unless the holder’s stock certificate has been delivered (either physically or electronically) to the transfer agent after the meeting.

If, notwithstanding your negative vote, the acquisition is completed, then, if you have also properly exercised your conversion rights, you will be entitled to receive a pro rata portion of the trust account, including any interest earned thereon, calculated as of two business days prior to the date of the consummation of the acquisition. As of the record date, there was approximately $78,150,000 in trust, which would amount to approximately $5.663 per share upon conversion. If you exercise your conversion rights, then you will be exchanging your shares of Courtside common stock for cash and will no longer own these shares.

See the section entitled ‘‘Special Meeting of Courtside Stockholders – Conversion Rights’’ for the procedures to be followed if you wish to convert your shares into cash.

Exercise of your conversion rights does not result in either the conversion or a loss of any Courtside warrants that you may hold. Your warrants will continue to be outstanding and exercisable following a conversion of your common stock unless we do not consummate the acquisition. A registration statement must be in effect to allow you to exercise any warrants you may hold or to allow Courtside to call the warrants for redemption if the redemption conditions are satisfied.

Q. Do I have appraisal rights if I object to the proposed acquisition?	A. No. Courtside stockholders do not have appraisal rights in connection with the acquisition under the General Corporation Law of the State of Delaware (‘‘DGCL’’).

Q.	What happens to the funds deposited in the trust account after consummation of the acquisition?	A.	After consummation of the acquisition, Courtside stockholders who properly exercise their conversion rights will receive their pro rata portion of the funds in the trust account promptly after the special meeting. The balance of the funds in the trust account will be released to Courtside and used by Courtside, together with funds that it will borrow, to pay the purchase price for the acquired assets to ACN and expenses it incurred in pursuing its business combination.
Q.	What happens if the acquisition is not consummated?	A.	Courtside must liquidate if it does not consummate the acquisition by July 7, 2007. In any liquidation of Courtside, the funds deposited in the trust account, plus any interest earned thereon, will be distributed pro rata to the holders of Courtside's Public Shares. Holders of Courtside common stock issued prior to the IPO, including all of Courtside's officers and directors, have waived any right to any liquidation distribution with respect to those shares.
Q.	When do you expect the acquisition to be completed?	A.	It is currently anticipated that the acquisition will be consummated promptly following the Courtside special meeting on June 26, 2007. For a description of the conditions for the completion of the acquisition, see the section entitled ''The Purchase Agreement – Conditions to the Closing of the Acquisition.''
Q.	What do I need to do now?	A.	Courtside urges you to read carefully and consider the information contained in this proxy statement, including the annexes, and to consider how the acquisition will affect you as a stockholder of Courtside. You should then vote as soon as possible in accordance with the instructions provided in this proxy statement and on the enclosed proxy card.
Q.	How do I vote?	A.	If you are a holder of record of Courtside common stock, you may vote in person at the special meeting or by submitting a proxy for the special meeting. You may submit your proxy by completing, signing, dating and returning the enclosed proxy card in the accompanying pre-addressed postage paid envelope. If you hold your shares in ''street name,'' which means your shares are held of record by a broker, bank or nominee, you must provide the record holder of your shares with instructions on how to vote your shares or, if you wish to attend the meeting and vote in person, obtain a proxy from your broker, bank or nominee.

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Q.	If my shares are held in ''street name,'' will my broker, bank or nominee automatically vote my shares for me?	A.	No. Your broker, bank or nominee cannot vote your shares unless you provide instructions on how to vote in accordance with the information and procedures provided to you by your broker, bank or nominee.

Q. May I change my vote after I have mailed my signed proxy card?	A. Yes. Send a later-dated, signed proxy card to Courtside's secretary at the address set forth below prior to the date of the special meeting or attend the special meeting in person and vote. You also may revoke your proxy by sending a notice of revocation to Courtside's secretary, which must be received by Courtside's secretary prior to the special meeting.
Q. What should I do with my stock certificates?	A. Courtside stockholders who do not elect to have their shares converted into the pro rata share of the trust account should not submit their stock certificates now or after the acquisition, because their shares will not be converted or exchanged in the acquisition. Courtside stockholders who vote against the acquisition and exercise their conversion rights must deliver their certificates to Courtside's transfer agent (either physically or electronically) after the meeting.
Q. What should I do if I receive more than one set of voting materials?	A. You may receive more than one set of voting materials, including multiple copies of this proxy statement and multiple proxy cards or voting instruction cards. For example, if you hold your shares in more than one brokerage account, you will receive a separate voting instruction card for each brokerage account in which you hold shares. If you are a holder of record and your shares are registered in more than one name, you will receive more than one proxy card. Please complete, sign, date and return each proxy card and voting instruction card that you receive in order to cast a vote with respect to all of your Courtside shares.
Q. Who can help answer my questions?	A. If you have questions about the acquisition or if you need additional copies of the proxy statement or the enclosed proxy card you should contact: Morrow & Co., Inc. 470 West Avenue Stamford, Connecticut 06902 Tel: (203) 658-9400 or Gregg H. Mayer Vice President, Controller and Secretary Courtside Acquisition Corp. 1700 Broadway, 17th Floor New York, New York 10019 Tel: (212) 641-5000

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You may also obtain additional information about Courtside from documents filed with the Securities and Exchange Commission by following the instructions in the section entitled ''Where You Can Find More Information.''

If you intend to vote against the acquisition and seek conversion of your shares, you will need to deliver your stock certificate (either physically or electronically) to our transfer agent at the address below after the meeting. If you have questions regarding the certification of your position or delivery of your stock certificate, please contact:

Mark Zimkind
Continental Stock Transfer & Trust Company
17 Battery Place, 8^{th} Floor
New York, New York 10004
Tel: (212) 845-3287

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SUMMARY OF THE PROXY STATEMENT

This summary highlights selected information from this proxy statement and does not contain all of the information that is important to you. To better understand the acquisition, you should read this entire document carefully, including the purchase agreement attached as Annex A to this proxy statement. The purchase agreement is the legal document that governs the acquisition and the other transactions that will be undertaken in connection with the acquisition. It is also described in detail elsewhere in this proxy statement.

The Parties

Courtside

Courtside is a blank check company organized as a corporation under the laws of the State of Delaware on March 18, 2005. It was formed to effect a business combination with an unidentified operating business. In July 2005, it consummated an IPO of its equity securities, from which it derived net proceeds of approximately $75,691,000, including proceeds from the exercise of the underwriters' over-allotment option. Approximately $73,764,000 of the net proceeds of the IPO was placed in a trust account. The funds deposited in the trust account, with the interest earned thereon, will be released to Courtside upon consummation of the acquisition, and used, together with funds to be borrowed by Courtside, to pay the balance of the cash portion of the purchase price to ACN and any amounts payable to Courtside stockholders who vote against the acquisition and exercise their conversion rights. Remaining proceeds, including borrowed funds, if any, will be used to repay loans made to Courtside by two of its officers and for working capital, which to the extent available will be used to fund organic growth and acquisitions.

The remainder of the net proceeds of the IPO, or approximately $1,927,000, was held outside of the trust account and has since been used by Courtside to pay the expenses incurred for business, legal and accounting due diligence on prospective business combinations, taxes and continuing general and administrative expenses. As of March 31, 2007, Courtside had incurred a total of approximately $1,955,000 of expenses for such purposes, of which approximately

$457,000 was unpaid at that date. In addition, $700,000 was placed in escrow as a deposit upon execution of the purchase agreement. As a result of payments for these expenses and the deposit, Courtside had expended all of the non-trust account proceeds it received from the IPO by March 31, 2007 and, through June 8, 2007, had borrowed $342,000 from two of its officers to fund the excess. These officers, Richard Goldstein and Bruce Greenwald, have agreed to fund Courtside's continuing operating expenses through the closing of the acquisition, with repayment to them to be made from funds, including borrowed funds, that will be released to Courtside upon the closing. Messrs. Goldstein and Greenwald have waived their rights to make claims against the trust account with respect to amounts owed to them under such loans and it is not expected that other funds would be available to repay them in the event that the acquisition is not consummated. Other than its IPO and the pursuit of a business combination, Courtside has not engaged in any business to date.

If Courtside does not complete the acquisition by July 7, 2007, upon approval of its stockholders, it will dissolve and promptly distribute to its public stockholders the amount in its trust account plus any remaining non-trust account funds after payment of its liabilities, including loans from officers. It is not expected that Courtside will have any remaining non-trust account funds except that, under certain circumstances, all or a portion of the $700,000 deposit may be returned to Courtside. To the extent any funds received from the return of the deposit are not required for the payment of Courtside's liabilities, such funds will be available for distribution to its public stockholders. As of April 30, 2007, ACN had incurred approximately $400,000 of potentially reimbursable expenses. All of the $700,000 is expected to be reserved for payment of ACN's reimbursable expenses that would be due to it if the reason for termination entitles it to such reimbursement.

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The Courtside common stock, warrants to purchase common stock and units (each unit consisting of one share of common stock and two warrants to purchase common stock) are traded on the American Stock Exchange under the symbols CRB for the common stock, CRBWS for the warrants and CRBU for the units.

The mailing address of Courtside's principal executive office is 1700 Broadway, New York, New York 10019. After the consummation of the acquisition, it will be 14875 Landmark Boulevard, Suite 110, Dallas, Texas 75254.

ACN

ACN is a community newspaper publisher having operations within four major U.S. markets – Minneapolis – St. Paul, Dallas, Northern Virginia (suburban Washington, D.C.) and Columbus, Ohio. In these markets, it publishes three daily, 83 weekly newspapers, each serving a specific community, and 14 niche publications, with a combined circulation of approximately 1,386,000 households as of April 30, 2007. Although revenues from home delivery constitute only a small portion of both ACN's total revenues (4% for the fiscal year ended December 31, 2006, excluding the Columbus operations) and households reached (139,000 in the fiscal year ended December 31, 2006, excluding the Columbus operations), circulation, calculated based on homes delivered and papers distributed from racks, is one of the principal drivers of the advertising rates set by ACN. While ACN is not directly compensated by the readers of its controlled distribution publications as they are distributed for free, primarily through home deliveries made by carriers, such controlled distribution is the primary factor in the advertising revenue earned by ACN (its principal source of revenue, totaling 94% of ACN's total revenues for the fiscal year ended December 31, 2006, excluding the Columbus operations) .

ACN's principal executive offices are located at 14875 Landmark Boulevard, Suite 110, Dallas, Texas 75254.

The Acquisition

The purchase agreement provides for a business combination transaction by means of an acquisition by Courtside of substantially all of ACN's assets and the assumption by Courtside of ACN's contractual liabilities arising after the closing and other liabilities of ACN to the extent they are taken into account in the calculation of working capital adjustments, but not any liabilities for indebtedness for borrowed money and capital leases. Courtside will also assume all liabilities assumed by ACN in connection with ACN's recent acquisition of its Columbus operations, which consist of liabilities and obligations arising after the closing of that acquisition under agreements assigned to and assumed by ACN, as well as trade accounts payable and accrued expenses that constituted current liabilities and liabilities in respect of deferred subscription revenues and prepaid advertising and liabilities relating to ownership of the purchased assets and operation of the Columbus business prior to the closing of that acquisition, to the extent such liabilities were taken into account in the calculation of the working capital adjustment under the Columbus purchase agreement, which amount will not be finally determined until after the acquisition of ACN. While certain of ACN's assets are not being acquired by Courtside, none of them is material to the operation of the ACN business and their exclusion from the purchase will have no material adverse impact upon Courtside's ability to operate that business. Courtside has assigned its rights under the ACN purchase agreement to a wholly owned subsidiary formed to effect the acquisition. After the closing, the subsidiary will operate the business that was operated by ACN with the acquired assets. As used in this proxy statement, references to ACN include the subsidiary if the context requires. At the closing, $12,500,000 of the purchase price payable to ACN will be placed in escrow to provide a fund for the payment of claims under Courtside's rights to indemnity set forth in the purchase agreement. Under the terms of the Columbus acquisition, $3,063,410 has been placed in escrow by the seller to provide a fund for the payment of claims arising as a result of the seller's breaches of representations, warranties and covenants.

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Courtside and ACN plan to complete the acquisition promptly after the Courtside special meeting, provided that:

- Courtside's stockholders have approved the acquisition proposal;
- holders of fewer than 20% of Courtside's Public Shares have voted against the acquisition proposal and demanded conversion of their shares into cash; and
- the other conditions specified in the purchase agreement have been satisfied or waived.

Acquisition Consideration

Pursuant to the purchase agreement, Courtside will pay to ACN:

- $203,762,997 (of which up to $12,500,000 may be paid in shares of Courtside common stock valued at $5.70 per share and the balance will be paid in cash); and
- an amount equal to the working capital of the business operated with the Columbus assets on April 30, 2007, the date of their acquisition, and the capitalized expenses incurred by ACN in connection therewith, which is estimated to be $1,886,245 and will be subject to increase or decrease upon final determination.

  The purchase price is also subject to post-closing increase or decrease to the extent that ACN's Balance Sheet Working Capital is greater or less than the Target Working Capital. Pursuant to the purchase agreement, Balance Sheet Working Capital means ACN's working capital (current assets less current liabilities), as of the closing date of the acquisition. If calculated as of March

31, 2007, Balance Sheet Working Capital (including the estimated working capital of the Columbus operations) would have been approximately $3,995,000. ''Target Working Capital'' is equal to $1,200,000 plus the amount of working capital of the Columbus operations on April 30, 2007, increased by the amount by which ACN's actual paid time off accruals as of the closing date are less than $325,000 or decreased by the amount by which such accruals are greater than $325,000. If calculated as of March 31, 2007, Target Working Capital would have been approximately $3,316,000 and the purchase price payable by Courtside to ACN as a result of the working capital adjustments would have been increased by $678,828 (plus the estimated Columbus Working Capital payment of $1,886,245).

Courtside will also pay to ACN:

- an additional $1,000,000 if ACN's NCF for 2008 is equal to or greater than $19,000,000, with such payment increasing to $15,000,000, in specified increments, if ACN's NCF for 2008 equals or exceeds $21,000,000; and
- a further $10,000,000 if, during any 20 trading days within any 30 trading day period from the closing of the acquisition through July 7, 2009, the last reported sale price of Courtside common stock exceeds $8.50 per share (equitably adjusted to account for stock combinations, stock splits, stock dividends and the like). As this payment would be triggered by the same events that would allow Courtside to call its outstanding warrants for redemption (and thus induce the holders of the warrants to exercise), it is Courtside's intention, in such circumstances, to issue a warrant redemption call and use the funds so obtained to make the payment.

With respect to ACN's operations other than those in Columbus, Courtside will assume ACN's contractual liabilities arising after the closing and other liabilities to the extent such other liabilities are taken into account in the calculation of ACN's Balance Sheet Working Capital but will not assume obligations for indebtedness for borrowed money or capital leases. Courtside will also assume all liabilities assumed by ACN in connection with ACN's recent acquisition of its Columbus operations, which consist of liabilities and obligations arising after the closing of that acquisition under agreements assigned to and assumed by ACN, as well as trade accounts payable and accrued expenses

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that constituted current liabilities and liabilities in respect of deferred subscription revenues and prepaid advertising and liabilities relating to ownership of the purchased assets and operation of the Columbus business occurring prior to the closing of that acquisition, to the extent such liabilities were taken into account in the calculation of the working capital adjustment under the Columbus purchase agreement. Such current liabilities aggregate approximately $797,000. Contractual liabilities assumed by ACN in the Columbus acquisition that can be quantified will obligate ACN to make payments aggregating approximately $75,000. The post-closing contractual obligations of ACN that Courtside will assume that can be quantified will obligate Courtside to make payments aggregating approximately $500,000 for the six months ending December 31, 2007 and $700,000 for the year ending December 31, 2008. Courtside will have no net payment obligation for the obligations that it will assume that are taken into account in the determination of Balance Sheet Working Capital (including those assumed in the Columbus acquisition) as their amounts equal the reductions made to the purchase price as a result of the working capital adjustment. ACN's existing credit facility and term loan facility will be repaid from the sale proceeds it receives from Courtside and not assumed by Courtside.

Concurrently with the execution of the purchase agreement on January 24, 2007, Courtside placed $700,000 in escrow (with Continental Stock Transfer & Trust Company) as a deposit on the purchase price. The deposit will be used to reimburse ACN for its reasonable out-of-pocket expenses if the purchase agreement is terminated because of the failure of Courtside's stockholders to approve the acquisition or the holders of 20% or more of the Public Shares vote against the acquisition and seek conversion of their shares into a pro-rata portion of Courtside's trust account, so long as such failure is not the result of a material adverse effect on ACN. The deposit is also payable to ACN as liquidated damages upon termination of the purchase agreement for failure of the acquisition to be consummated by the termination date specified in the purchase agreement as a result of certain uncured breaches by Courtside if, at such time, ACN is not in material breach of its obligations under the purchase agreement. Upon closing of the acquisition, the deposit will be applied against payment of the purchase price. The deposit escrow agreement is attached as Annex D hereto. We encourage you to read the deposit escrow agreement in its entirety. See also ''Summary of the Proxy Statement – Termination, Amendment and Waiver,'' below.

Financing Commitments

Courtside has received funding commitments from the Bank of Montreal for financing of up to $152 million, of which $20 million will be for a secured revolving credit facility, $35 million and $70 million will be for two secured term loans and $27 million will be in the form of senior notes. The revolving credit facility and the two secured term loans will be borrowed by the subsidiary of Courtside that has been formed to operate the acquired assets. The senior notes will be issued by Courtside at the holding company level. The commitments are subject to execution of definitive agreements and other conditions. The revolving credit facility and the $35 million term loan will have a floating rate of interest equal to the London Interbank Offering Rate for Eurodollar deposits (LIBOR) plus 3.00% per annum and will mature on the sixth anniversary of the closing date. The $70 million term loan will have a floating rate of interest equal to LIBOR plus 3.25% per annum and will mature on the six and one-half year anniversary of the closing date. The senior notes will bear interest at 15.5% per annum, payable in kind, quarterly in arrears, and mature seven years after the closing date. Courtside has also engaged an affiliate of the Bank of Montreal to assist it in obtaining less costly financing as a substitute for the $27 million of senior notes proposed to be issued by Courtside. If conversions into cash of our Public Shares exceed $4.2 million (5.3% of the Public Shares), we will be required to obtain additional financing in order to be able to close the acquisition. See the section entitled ''The Acquisition Proposal – Financing Commitments.''

Fairness Opinion

Pursuant to an engagement letter dated December 22, 2006, we engaged Capitalink, L.C. to render an opinion that our acquisition of substantially all of the assets, and assumption of certain of

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the liabilities, of ACN on the terms and conditions set forth in the purchase agreement is fair to our stockholders from a financial point of view and that the fair market value of ACN is at least equal to 80% of our net assets. Capitalink is an investment banking firm that regularly is engaged in the evaluation of businesses and their securities in connection with acquisitions, corporate restructuring, private placements and for other purposes. Our board of directors determined to use the services of Capitalink because it is a recognized investment banking firm that has substantial experience in similar matters. On April 16, 2007, in anticipation of the possibility that ACN would be acquiring newspaper operations in Columbus, Ohio, we further engaged Capitalink to render an additional opinion that our acquisition, taking into account the acquisition of the Columbus operations and the increase in the purchase price we will pay to ACN as a result thereof, continued to be fair to our stockholders from a financial point of view and that the fair market value of ACN, after giving effect to the Columbus acquisition, is at least equal to 80% of our net assets. The engagement letters provide that we will pay Capitalink a total fee of $147,500 (which has been paid) and will reimburse Capitalink for its reasonable out-of-pocket expenses, including attorneys' fees. We have also agreed to indemnify Capitalink against certain liabilities that may arise out of the rendering of the opinion.

Capitalink delivered its initial written opinion to our board of directors on January 22, 2007, which stated that, as of such date, and based upon and subject to the assumptions made, matters considered and limitations on its review as set forth in the opinion, (i) the consideration then agreed to be paid by us in the acquisition was fair to our stockholders from a financial point of view, and (ii) the fair market value of ACN was at least equal to 80% of our net assets. Such opinion did not take into account the subsequent Columbus acquisition by ACN. Capitalink delivered its second opinion to our board on May 2, 2007, which stated that, in its opinion, as of such date, the purchase price to be paid by us for the assets we will acquire from ACN, including those relating to its Columbus operations, is fair, from a financial point of view, to our stockholders and that the fair market value of ACN, after giving effect to the Columbus acquisition, is at least equal to 80% of our net assets.

The amount of the consideration to be paid by us to ACN was determined pursuant to negotiations between us and ACN and not pursuant to recommendations of Capitalink. The full texts of Capitalink's written opinions, attached hereto as Annex E, are incorporated by reference into this proxy statement. You are encouraged to read the Capitalink opinions carefully and in their entirety for descriptions of the assumptions made, matters considered, procedures followed and limitations on the review undertaken by Capitalink in rendering them. However, it is Capitalink's view that its duties in connection with its fairness opinions extend solely to Courtside's board of directors and that it has no legal responsibilities in respect thereof to any other person or entity (including Courtside stockholders) under the law of the State of Florida, which is the governing law under the terms of the engagement letters between Courtside and Capitalink. Capitalink has consistently taken this view with respect to all of its fairness opinions, which Courtside believes is a generally accepted practice of issuers of such opinions. Courtside acceded to Capitalink's position because it was made a condition to its engagement of Capitalink. The summaries of the Capitalink opinions set forth in this proxy statement are qualified in their entirety by reference to the full texts of the opinions. See the section entitled ''The Acquisition Proposal – Fairness Opinions.''

Indemnification of Courtside

To provide a fund for payment to Courtside with respect to its post-closing rights to indemnification under the purchase agreement for breaches of representations and warranties and covenants by ACN and liabilities not assumed by Courtside, other than arising out of ACN's acquisition of the Columbus operations, there will be placed in escrow (with Continental Stock Transfer & Trust Company) $12,500,000 of the purchase price payable to ACN at closing. Claims for indemnification may be asserted by Courtside against ACN once its damages exceed $500,000 and will be reimbursable to the extent damages exceed such amount, except that claims made with respect to representations and warranties relating to title to property, employee benefit plans, taxes and

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environmental matters and claims based on fraud or intentional misconduct and liabilities (to the extent not taken into account in the calculation of Balance Sheet Working Capital) for accounts payable and accrued expenses incurred in the ordinary course of business, employee compensation and benefit payments incurred by ACN in the ordinary course of business and income or other taxes measured or based on ACN's gross income will not be subject to such threshold or deductible. Indemnification claims may be made until the later of (i) one year from the closing date and

(ii) 45 days after the earlier of (A) the date that Courtside files its Annual Report on Form 10-K for the year ending December 31, 2007 and (B) the date on which Courtside's audited financial statements for such year have been completed, or for such further period as may be required pursuant to the escrow agreement, after which any monies remaining in the escrow fund shall be released to ACN. However, notwithstanding such release from escrow, ACN shall continue to be responsible to pay Courtside, but not in excess of an amount equal to the funds so released, for established indemnification claims resulting from breaches of specified representations of ACN and made prior to the expiration of the thirtieth day after the respective statutes of limitations applicable to the subject matter of such representations. The escrow agreement is attached as Annex F hereto. We encourage you to read the escrow agreement in its entirety.

ACN and Courtside have also agreed that following Courtside's acquisition of ACN's assets, any claims for indemnification in respect of the Columbus operations will only be made by Courtside against the seller under the Columbus purchase agreement and not against ACN under the purchase agreement with Courtside. Under the Columbus purchase agreement, $3,063,410 of the purchase price was placed in escrow with an independent escrow agent to provide a fund in respect of post-closing rights to indemnification under the Columbus purchase agreement for breaches of representations and warranties and covenants of the seller. Any monies remaining in the escrow on April 30, 2008 will be released to the seller except that the seller will continue to be responsible to pay ACN for indemnified losses resulting from claims made prior to the expiration of the applicable statute of limitation with respect to representations and warranties relating to title to property, employee benefit plans, taxes and environmental matters and claims based on seller's specified covenants but only in an aggregate amount not to exceed the purchase price paid for the Columbus operations (less the amount of any other indemnifiable claims paid).

See the section entitled ''The Acquisition Proposal – Indemnification of Courtside.''

The Certificate of Incorporation Amendments

The proposed amendments to Courtside's certificate of incorporation would, upon consummation of the acquisition, change Courtside's name and eliminate certain provisions that are applicable to Courtside only prior to its completion of a business combination. If the two proposals to amend Courtside's certificate of incorporation are approved, Courtside will be named ''American Community Newspapers Inc.'' and Article Sixth of its certificate of incorporation will address only its classified board of directors, with existing provisions that relate to it as a blank check company being deleted.

The Proposed 2007 Incentive Equity Plan

The proposed 2007 Incentive Equity Plan reserves 1,650,000 shares of Courtside common stock for issuance to executive officers (including executive officers who are also directors), employees and consultants in accordance with the plan's terms, of which options for an aggregate of 1,122,000 shares will be granted to Messrs. Carr, Wilson and Coolman pursuant to their employment agreements, effective upon the closing of the acquisition. Based on the closing price of $5.63 per share of the Courtside common stock on June 8, 2007, such options would have had an aggregate value of $2,298,000 if issued on that date, utilizing the Black-Scholes method of valuation. The plan also reserves an additional 100,000 shares of Courtside common stock for issuance to non-employee directors. The purpose of the plan is to provide Courtside's directors, executive officers and other employees as well as persons who, by their position, ability and diligence are able to make important

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contributions to Courtside's growth and profitability, with an incentive to assist Courtside in achieving its long-term corporate objectives, to attract and retain executive officers and other employees of outstanding competence and to provide such persons with an opportunity to acquire an equity interest in Courtside. The plan is attached as Annex C to this proxy statement. We encourage you to read the plan in its entirety. If the plan is not approved by Courtside's stockholders, Courtside will nevertheless issue the options to Messrs. Carr, Wilson and Coolman that it is obligated to issue pursuant to their employment agreements. However, such options will not have the income tax benefits they would have if the plan is approved by the stockholders.

The Director Election Proposal; Management of Courtside

At the special meeting, seven directors will be elected to Courtside's board of directors, of whom two will serve until the annual meeting to be held in 2008, three will serve until the annual meeting to be held in 2009 and two will serve until the annual meeting to be held in 2010 and, in each case, until their successors are elected and qualified.

Upon consummation of the acquisition, if management's nominees are elected, the directors of Courtside will be classified as follows:

- in the class to stand for reelection in 2008: Eugene M. Carr and Robert H. Bloom;
- in the class to stand for reelection in 2009: John A. Erickson, Bruce M. Greenwald, and Dennis H. Leibowitz; and
- in the class to stand for reelection in 2010: Peter R. Haje and Richard D. Goldstein.

Upon the consummation of the acquisition, the executive officers of Courtside, and the Courtside subsidiary, will be Eugene M. Carr, chairman of the board, president and chief executive officer, Daniel J. Wilson, vice president and chief financial officer, and Jeffrey B. Coolman, vice president – sales and Minnesota group publisher. Each of Messrs. Carr, Wilson and Coolman is currently an executive officer of ACN.

If the acquisition is not approved by Courtside's stockholders at the special meeting, as it may be adjourned, the director election proposal will not be presented to the meeting for a vote and Courtside's current directors will continue in office until Courtside is liquidated.

Adjournment Proposal

If, based on the tabulated vote, there are not sufficient votes at the time of the special meeting authorize Courtside to consummate the acquisition, Courtiside's board of directors may submit a proposal to adjourn the special meeting to a later date or dates, if necessary, to permit further solicitation of proxies. See the section entitled ''The Adjournment Proposal.''

Courtside Inside Stockholders

As of the record date, Richard D. Goldstein, Courtside's chairman of the board and chief executive officer, Bruce M. Greenwald, Courtside's president and a director, Carl D. Harnick, Courtside's vice president and chief financial officer, Gregg H. Mayer, Courtside's vice president, controller and secretary, Dennis H. Leibowitz, Peter R. Haje and Darren M. Sardoff, each a Courtside director, and Oded Aboodi, Courtside's special advisor, and their affiliates (the ''Courtside Inside Stockholders'') beneficially owned and were entitled to vote 3,000,000 shares (''Original Shares'') or approximately 17.9% of Courtside's outstanding common stock, which were issued to the Courtside Inside Stockholders prior to Courtside's IPO. In connection with its IPO, Courtside and EarlyBirdCapital, Inc., the representative of the underwriters of the IPO, entered into agreements with each of the Courtside Inside Stockholders pursuant to which each Courtside Inside Stockholder agreed to vote his or its Original Shares on the acquisition proposal in accordance with the majority of the votes cast by the holders of the Public Shares. Accordingly, the vote of such shares has no bearing on the outcome of the acquisition proposal. The Courtside Inside Stockholders have also indicated that they intend to vote their Original Shares in favor of all other proposals being presented at the meeting. The Original Shares have no liquidation rights and will be worthless if no business combination is effected by Courtside. In connection with the IPO, the Courtside Inside Stockholders placed their Original Shares in escrow until June 30, 2008.

In addition to their Original Shares, through the record date, Messrs. Goldstein, Greenwald, Aboodi and certain of the affiliates have purchased an aggregate of 1,500,000 shares of Courtside common stock in open market transactions pursuant to ''10b5-1'' plan agreements implemented on May 14, 2007. Such shares represent 10.9% of the outstanding Public Shares. Each of them intends to vote all such shares in favor of all of the proposals and management's nominees for election as directors, making the adoption of such proposals more likely.

In addition to such shares of Courtside common stock, Messrs. Goldstein, Greenwald and Aboodi (and entities affiliated or associated with such individuals) also own warrants to purchase an aggregate of 2,400,000 additional shares of Courtside common stock. These Courtside Inside Stockholders have agreed not to sell any of these warrants until after the consummation of a business combination and such warrants will be worthless if no business combination is effected by Courtside.

Date, Time and Place of Special Meeting of Courtside's Stockholders

The special meeting of the stockholders of Courtside will be held at 10:00 a.m., eastern time, on June 26, 2007, at the offices of Graubard Miller, Courtside's counsel, at The Chrysler Building, 405 Lexington Avenue, 19th Floor, New York, New York 10174 to consider and vote upon the acquisition proposal, the name change amendment, the Article Sixth amendment, the incentive compensation plan proposal and the director election proposal. A proposal to adjourn the meeting to a later date or dates may be presented, if necessary, to permit further solicitation and vote of proxies if, based upon the tabulated vote at the time of the special meeting, Courtside is not authorized to consummate the acquisition. See the section entitled ''The Adjournment Proposal.''

Voting Power; Record Date

You will be entitled to vote or direct votes to be cast at the special meeting if you owned shares of Courtside common stock at the close of business on June 8, 2007, which is the record date for the special meeting. You will have one vote for each share of Courtside common stock you owned at the close of business on the record date. Courtside warrants do not have voting rights. On the record date, there were 16,800,000 shares of Courtside common stock outstanding.

Approval of ACN Member

The sole member of ACN has approved the purchase agreement and the transactions contemplated thereby by consent action for purposes of the Delaware Limited Liability Act. Accordingly, no further action by ACN's member is needed to approve the acquisition.

Quorum and Vote of Courtside Stockholders

A quorum of Courtside stockholders is necessary to hold a valid meeting. A quorum will be present at the Courtside special meeting if a majority of the outstanding shares entitled to vote at the meeting are represented in person or by proxy. Abstentions and broker non-votes will count as present for the purposes of establishing a quorum.

- Pursuant to Courtside's charter, the approval of the acquisition proposal will require the affirmative vote of the holders of a majority of the Public Shares present in person or represented by proxy and entitled to vote at the special meeting. There are currently 16,800,000 shares of Courtside common stock outstanding, of which 13,800,000 are Public Shares. The acquisition will not be consummated if the holders of 20% or more of the Public Shares (2,760,000 shares or more) exercise their conversion rights.

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- The approval of the name change amendment will require the affirmative vote of the holders of a majority of the outstanding shares of Courtside common stock on the record date.
- The approval of the Article Sixth amendment will require the affirmative vote of the holders of a majority of the outstanding shares of Courtside common stock on the record date.
- The approval of the incentive compensation plan will require the affirmative vote of the holders of a majority of the shares of Courtside common stock represented in person or by proxy and entitled to vote at the meeting.
- The election of directors requires a plurality vote of the shares of common stock present in person or represented by proxy and entitled to vote at the special meeting. ''Plurality'' means that the individuals who receive the largest number of votes cast ''FOR'' are elected as directors. Consequently, any shares not voted ''FOR'' a particular nominee (whether as a result of abstentions, a direction to withhold authority or a broker non-vote) will not be counted in the nominee's favor.
- The approval of an adjournment proposal will require the affirmative vote of the holders of a majority of the shares of Courtside common stock represented in person or by proxy and entitled to vote at the meeting.

Courtside's certificate of incorporation requires the favorable vote of holders of a majority of the Public Shares present in person or represented by proxy and entitled to vote at the special meeting for the approval of the acquisition proposal. The Delaware General Corporation Law requires the favorable vote of holders of a majority of the outstanding common stock of Courtside for the approval of the name change amendment and the Article Sixth amendment. Under Courtside's bylaws, matters not addressed by its certificate of incorporation or state law, including the incentive compensation plan proposal and an adjournment proposal, must be approved by the vote of holders of a majority of its common stock represented in person or by proxy and entitled to vote on the proposal at the special meeting. A consequence of the difference in these voting requirements is that the vote of holders of fewer shares may be required for the approval of the acquisition proposal, the incentive compensation plan proposal and an adjournment proposal than for the approval of the other matters being presented at the special meeting.

Abstentions will have the same effect as a vote ''AGAINST'' the acquisition proposal and the proposals to amend the certificate of incorporation and to adopt the incentive compensation plan and an adjournment proposal. Broker non-votes, while considered present for the purposes of establishing a quorum, will have the effect of votes against the proposals to amend the certificate of incorporation, but will have no effect on the acquisition proposal, the incentive compensation plan proposal or an adjournment proposal. Please note that you cannot seek conversion of your shares unless you affirmatively vote against the acquisition proposal.

The acquisition is not conditioned upon approval of the name change amendment, the Article Sixth amendment, the incentive compensation plan proposal or the director election proposal. However, those proposals will not be presented for a vote at the special meeting if the acquisition proposal is not approved.

Conversion Rights

Pursuant to Courtside's certificate of incorporation, a holder of Public Shares may, if the stockholder affirmatively votes against the acquisition, demand that Courtside convert such shares into cash. See the section entitled ''Special Meeting of Courtside Stockholders – Conversion Rights'' for the procedures to be followed if you wish to convert your shares into cash. If properly demanded, Courtside will convert each Public Share into a pro rata portion of the trust account, calculated as of two business days prior to the anticipated consummation of the acquisition. As of the record date, this would amount to approximately $5.663 per share. If you exercise your conversion rights, then you will be exchanging your shares of Courtside common stock for cash and will no longer own the shares.

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You will be entitled to receive cash for these shares only if you affirmatively vote against the acquisition, properly demand conversion and, after the meeting, tender your stock certificate (either physically or electronically) to our transfer agent within the period specified in a notice you will receive from Courtside, which period will be not less than 20 days from the date of such notice. If the acquisition is not completed, these shares will not be converted into cash. However, if Courtside is unable to complete the acquisition by July 7, 2007, it will be forced to liquidate and all holders of shares issued in the IPO will receive at least the amount they would have received if they sought conversion of their shares and Courtside did consummate the acquisition, as both the per share liquidation price and the per share conversion price are equal to the amount of funds in the trust account divided by the number of Public Shares but there will greater earned interest in the account at the time of a liquidation distribution because it would occur at a later date than a conversion.

The acquisition will not be consummated if the holders of 20% or more of the Public Shares (2,760,000 shares or more) exercise their conversion rights.

Appraisal Rights

Courtside stockholders do not have appraisal rights in connection with the acquisition under the DGCL.

Proxies

Proxies may be solicited by mail, telephone or in person. Courtside has engaged Morrow & Co., Inc. to assist in the solicitation of proxies.

If you grant a proxy, you may still vote your shares in person if you revoke your proxy before the special meeting. You may also change your vote by submitting a later-dated proxy.

Interests of Courtside's Directors and Officers in the Acquisition

When you consider the recommendation of Courtside's board of directors in favor of approval of the acquisition proposal, you should keep in mind that Courtside's executive officers and members of Courtside's board have interests in the acquisition transaction that are different from, or in addition to, your interests as a stockholder. These interests include, among other things:

- If the acquisition is not approved, Courtside will be required to liquidate. In such event, the 3,000,000 shares of common stock held by the Courtside Inside Stockholders, including Courtside's officers and directors and their affiliates and other persons, that were acquired prior to the IPO for an aggregate purchase price of $25,000 will be worthless because the Courtside Inside Stockholders are not entitled to receive any liquidation proceeds with respect to such shares. Such shares had an aggregate market value of $16,890,000 based on the last sale price of $5.63 on the American Stock Exchange on June 8, 2007, the record date.
- In addition to the shares they purchased prior to the IPO, as of the record date, Messrs. Goldstein, Greenwald, Aboodi and certain of the affiliates have purchased an aggregate of 1,500,000 shares of Courtside common stock in open market transactions pursuant to separate ''10b5-1'' plan agreements implemented on May 14, 2007 for an aggregate purchase price of $8,449,224.08, or an average of $5.63 per share. If Courtside is required to liquidate, the owners will receive $5.663 per share and will incur an aggregate gain with respect to such shares of approximately $49,500.
- Following Courtside's IPO, Richard D. Goldstein, Bruce M. Greenwald and Oded Aboodi (or persons or entities affiliated or associated with such individuals) purchased 2,400,000 warrants for an aggregate purchase price of $1,185,151 (or approximately $0.49 per warrant), pursuant to agreements between them and EarlyBirdCapital, Inc. entered into in connection with Courtside's IPO. These 2,400,000 warrants had an aggregate market value of $1,104,000 based upon the last sale price of $0.46 on the American Stock Exchange on June 8, 2007, the record date. All of the warrants will become worthless if the acquisition is not consummated.

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- If Courtside liquidates prior to the consummation of a business combination, Messrs. Goldstein and Greenwald will be personally liable to pay debts and obligations to vendors and other entities that are owed money by Courtside for services rendered or products sold to Courtside, or to any target business, to the extent such creditors bring successful claims that would otherwise require payment from moneys in the trust account. This arrangement was entered into to ensure that, in the event of liquidation, the trust account is not reduced by claims of creditors. As of March 31, 2007, Courtside had accounts payable and accrued liabilities of approximately $457,000. It estimates that it will incur additional expenses of approximately $700,000 that would be required to be paid if the acquisition is not consummated. Of such total of $1,157,000, vendors and service providers to whom approximately $681,000 is or would be owed have waived their rights to make claims for payment from amounts in the trust account. Such vendors are Capitalink ($60,000, which was subsequently paid), Alpine Capital LLC ($36,000), Ernst & Young LLP ($214,000) and Graubard Miller ($371,000). Messrs. Goldstein and Greenwald would be obligated to indemnify Courtside for the balance of approximately $476,000 that would be owed to vendors and service providers that have not given such waivers to the extent that they successfully claim against the trust account funds. Such amount would be reduced by payments from funds available to Courtside that will be provided by Messrs. Goldstein and Greenwald to fund Courtside's operating expenses and from the return to it of all or part of the $700,000 deposit it has made on the purchase price of the acquisition. Messrs. Goldstein and Greenwald have no reason to believe that they will not be able to fulfill their indemnity obligations to Courtside.
- As of June 8, 2007, the record date, Messrs Goldstein and Greenwald have loaned Courtside approximately $342,000 to fund its expenses. The loans are evidenced by promissory notes that

bear interest at the rate of 5% per annum and are non-recourse against the trust account. If a business combination is not consummated, Courtside will not have any remaining non-trust account funds to repay the loans except that, under certain circumstances, all or a portion of the $700,000 deposit may be returned to Courtside. As of April 30, 2007, ACN had incurred approximately $400,000 of potentially reimbursable expenses. All of the $700,000 is expected to be reserved for payment of ACN's reimbursable expenses if the reason for termination entitles it to such reimbursement.

- Pursuant to a letter agreement dated January 24, 2007 between ACN and Messrs. Goldstein and Greenwald, if the purchase agreement is terminated because either the acquisition proposal is not approved by Courtside's stockholders or 20% or more of the holders of the Public Shares vote against the acquisition proposal and seek conversion of their shares into cash, Messrs. Goldstein and Greenwald will have the right, upon payment of $5,000,000 to ACN, to enter into an agreement providing for the sale to them (or an entity controlled by the current principals of Alpine Capital LLC) by ACN of substantially all of ACN's assets on substantially the same terms and conditions as those contained in the purchase agreement except that the purchase price will be the amount that would have been paid by Courtside to ACN plus $10,000,000, payable in cash at closing, with additional consideration of up to $15,000,000 based on NCF, but with no provision requiring an additional payment based on Courtside's stock price.

Recommendation to Stockholders

Courtside's board of directors believes that the acquisition proposal and the other proposals to be presented at the special meeting are fair to and in the best interest of Courtside's stockholders and unanimously recommends that its stockholders vote ''FOR'' each of the proposals.

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Conditions to the Closing of the Acquisition

General Conditions

Consummation of the acquisition is conditioned on (i) the holders of the Courtside Public Shares, at a meeting called for these purposes, approving the purchase agreement and (ii) the holders of fewer than 20% of the Public Shares voting against the acquisition and exercising their right to convert their Public Shares into a pro-rata portion of the trust fund, calculated as of two business days prior to the anticipated consummation of the acquisition.

In addition, the consummation of the transactions contemplated by the purchase agreement is conditioned upon, among other things, (i) no order, stay, judgment or decree being issued by any governmental authority preventing, restraining or prohibiting in whole or in part, the consummation of such transactions, (ii) the execution by and delivery to each party of each of the various transaction documents, (iii) the delivery by each party to the other party of a certificate to the effect that the representations and warranties of each party are true and correct in all material respects as of the closing and all covenants contained in the purchase agreement have been materially complied with by each party, (iv) the receipt of all necessary consents and approvals by third parties and the completion of necessary proceedings, and (v) Courtside's common stock being listed for trading on the American Stock Exchange or Nasdaq or quoted on the OTC Bulletin Board.

ACN's Conditions to Closing

The obligations of ACN to consummate the transactions contemplated by the purchase agreement also are conditioned upon, among other things, there being no material adverse change in the business of Courtside since the date of the purchase agreement.

Courtside’s Conditions to Closing

The obligations of Courtside to consummate the transactions contemplated by the purchase agreement also are conditioned upon each of the following, among other things:

(i) At the closing, there shall have been no material adverse change in the assets, liabilities or financial condition of ACN, its subsidiaries or their businesses since the date of the purchase agreement; and
(ii) Messrs. Carr and Wilson being ready, willing and able to perform under their respective employment agreements.

Termination, Amendment and Waiver

The purchase agreement may be terminated at any time, but not later than the closing, as follows:

- By mutual written consent of Courtside and ACN;
- By either Courtside or ACN if the acquisition is not consummated on or before the later of (A) May 31, 2007 and (B) 30 days after this proxy statement has been approved for distribution by the Securities and Exchange Commission, and in any event by July 7, 2007, provided that such termination is not available to a party whose action or failure to act has been a principal cause of or resulted in the failure of the acquisition to be consummated before such date and such action or failure to act is a breach of the purchase agreement;
- By either Courtside or ACN if a governmental entity shall have issued an order, decree or ruling or taken any other action, in any case having the effect of permanently restraining, enjoining or otherwise prohibiting the acquisition, which order, decree, judgment, ruling or other action is final and nonappealable;
- By either Courtside or ACN if the other party has breached any of its covenants or representations and warranties in any material respect and has not cured its breach within thirty days of the notice of an intent to terminate, provided that the terminating party is itself not in breach; and

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- By either Courtside or ACN if, at the Courtside stockholder meeting, the purchase agreement shall fail to be approved by the affirmative vote of the holders of a majority of the Public Shares present in person or represented by proxy and entitled to vote at the special meeting or the holders of 20% or more of the Public Shares exercise conversion rights.

Other than in the circumstances addressed by payment of the deposit described in ‘‘Acquisition Consideration’’ above, the purchase agreement does not specifically address the rights of a party in the event of a material breach by a party of its covenants or warranties or a refusal or wrongful failure of the other party to consummate the acquisition. However, the non-wrongful party would be entitled to assert its legal rights for breach of contract against the wrongful party.

If permitted under the applicable law, either ACN or Courtside may waive any inaccuracies in the representations and warranties made to such party contained in the purchase agreement and waive compliance with any agreements or conditions for the benefit of itself or such party contained in the purchase agreement. The condition requiring that the holders of fewer than 20% of the Public Shares affirmatively vote against the acquisition proposal and demand conversion of their shares into cash may not be waived. We cannot assure you that any or all of the conditions will be satisfied or waived.

Tax Consequences of the Acquisition

Courtside has received an opinion from its counsel, Graubard Miller, that, for federal income tax purposes:

- A stockholder of Courtside who exercises conversion rights and effects a termination of the stockholder’s interest in Courtside will generally be required to recognize capital gain or loss upon the exchange of that stockholder’s shares of common stock of Courtside for cash, if such shares were held as a capital asset on the date of the acquisition. Such gain or loss will be measured by the difference between the amount of cash received and the tax basis of that stockholder’s shares of Courtside common stock; and
- No gain or loss will be recognized by non-converting stockholders of Courtside.

The tax opinion is attached to this proxy statement as Annex G. Graubard Miller has consented to the use of its opinion in this proxy statement. For a description of the material federal income tax consequences of the acquisition, please see the information set forth in ‘‘The Acquisition Proposal – Material Federal Income Tax Consequences of the Acquisition.’’

Anticipated Accounting Treatment

The acquisition will be accounted for under the purchase method of accounting in accordance with U.S. generally accepted accounting principles (‘‘U.S. GAAP’’), with Courtside being the acquiror. Accordingly, for accounting purposes, the net assets of ACN will be stated at their fair value based on an appraisal of the principal ACN assets acquired and liabilities assumed. It is anticipated that a substantial portion of the purchase price will be allocated to amortizable intangibles and non-amortizable goodwill and intangibles. To the extent that any portion or all of the contingent purchase price becomes payable, additional intangible assets will be recorded.

Regulatory Matters

The acquisition and the transactions contemplated by the purchase agreement are not subject to any additional federal or state regulatory requirement or approval, including the Hart-Scott-Rodino Antitrust Improvements Act of 1976, or HSR Act, except for filings with the State of Delaware necessary to effectuate the transactions contemplated by the purchase agreement.

Risk Factors

In evaluating the acquisition proposal, the name change amendment, the Article Sixth amendment, the incentive compensation plan proposal, the director election proposal and the

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adjournment proposal, you should carefully read this proxy statement and especially consider the factors discussed in the section entitled ‘‘Risk Factors.’’

SELECTED HISTORICAL FINANCIAL INFORMATION

The following financial information is provided to assist you in your analysis of the financial aspects of the acquisition. Courtside’s historical information is derived from (i) its audited financial statements at December 31, 2006 and 2005, and for the year ended December 31, 2006, the period from March 18, 2005 (inception) to December 31, 2005 and (ii) its unaudited financial statements at March 31, 2007 and 2006, and for the three months ended March 31, 2007 and March 31, 2006 and the cumulative period from March 18, 2005 (inception) to March 31, 2007. ACN’s and its subsidiary’s historical information is derived from (i) its audited financial statements at December 31, 2006 and January 1, 2006 and for each of the years then ended and for the period December 10, 2004 (inception) to December 26, 2004 and consolidated statements of operations, stockholder’s equity and cash flows of American Community Newspapers, Inc. and Subsidiaries for the period December 29, 2003 to December 9, 2004 and (ii) its unaudited financial statements at April 1, 2007 and April 2, 2006 and for the three months ended April 1, 2007 and April 2, 2006.

The information is only a summary and should be read in conjunction with each of ACN’s and Courtside’s historical consolidated financial statements and related notes and ‘‘Plan of Operations’’ and ‘‘ACN’s Management’s Discussion and Analysis of Financial Condition and Results of Operations’’ contained elsewhere herein. The historical results included below and elsewhere in this document are not indicative of the future performance of ACN or Courtside.

Courtside Acquisition Corp.
(a development stage company)
(amounts in thousands except share data and per share data)

	Three Months Ended March 31, 2007 (unaudited)	Three Months Ended March 31, 2006 (unaudited)	Year Ended December 31, 2006	From Inception (March 18, 2005) to December 31, 2005	From Inception (March 18, 2005) to March 31, 2007 (unaudited)
Statement of Operations Data:					
Operating expenses	$ 82	$ 96	$ 563	$ 175	$ 820
Net income	$ 330	$ 243	$ 1,046	$ 411	$ 1,787
Earnings per share:					
Basic and diluted	$ 0.02	$ 0.01	$ 0.06	$ 0.04	
Weighted Average shares:					
Basic and diluted	16,800,000	16,800,000	16,800,000	11,474,740	

	March 31, 2007 (unaudited)	December 31, 2006	December 31, 2005
Balance Sheet Data:			
Total assets	$ 78,933	$ 78,354	$ 76,390
Long-term debt	—	—	—
	$ 15,528	$ 15,399	$ 14,916

Common stock subject to possible conversion for cash inclusive of deferred dividends			
Total stockholders' equity	$ 62,758	$ 62,428	$ 61,382

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American Community Newspapers LLC and Subsidiary
(a wholly owned subsidiary of ACN Holding LLC)
(amounts in thousands)

	Three Months ended April 1, 2007 (unaudited)	Three Months ended April 2, 2006 (unaudited)	Year ended December 31, 2006	Year ended January 1, 2006	Year ended December 26, 2004[(1)]	Period from December 10 through December 26, 2004	Period from December 29, 2003 through December 9, 2004[(2)]
Statement of Operations Data:							
Net sales	$12,500	$10,638	$52,194	$39,546	$34,195	$1,401	$32,794
Operating income	$1,611	$1,207	$9,554	$6,562	$5,234	$33	$5,201
Net income (loss) from continuing operations	$376	$34	$4,628	$2,306	$1,122	$(140)	$1,262
Net income (loss)	$376	$34	$4,626	$6,898	$1,828	$(60)	$1,888
Earnings per share:	N/A	N/A	N/A	N/A	N/A	N/A	N/A

	As of April 1, 2007 (unaudited)	As of December 31, 2006	As of January 1, 2006
Balance Sheet Data:			
Current Assets	$ 6,528	$ 6,474	$ 5,386
Total assets	$ 95,249	$ 95,964	$ 90,287
Current Liabilities	$ 10,415	$ 10,789	$ 8,664
Long-term liabilities	$ 46,940	$ 47,656	$ 48,730
Member's equity	$ 37,894	$ 37,519	$ 32,893

(1) The year ended December 26, 2004 includes the combined operations of ACN and its predecessor, American Community Newspapers, Inc.

(2) Information from the operations of ACN's predecessor, American Community Newspapers, Inc.

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SELECTED UNAUDITED PRO FORMA FINANCIAL INFORMATION

The following selected unaudited pro forma financial information has been derived from, and should be read in conjunction with, the unaudited pro forma condensed consolidated financial statements included elsewhere in this proxy.

The unaudited pro forma condensed consolidated balance sheet information combines the historical unaudited balance sheets of Courtside and the Printing and Publishing Divisions of C.M. Media, Inc. (''CMM'') as of March 31, 2007, and the unaudited balance sheet of ACN as of April 1, 2007, giving effect to the transactions described in the purchase agreement (with purchase accounting applied to the acquired ACN assets (including assets of CMM and related financing) as if they had occurred on the last day of the period.

The unaudited pro forma condensed consolidated statement of income information combines (i) the historical audited statements of income of Courtside, ACN and CMM for the year ended December 31, 2006 and (ii) the historical unaudited statements of income of Courtside and CMM for the three months ended March 31, 2007, and the unaudited statement of income of ACN for the three months ended April 1, 2007, giving effect to the transactions described in the purchase agreement (with purchase accounting applied to the acquired ACN assets (including assets of CMM) and related financing) as if they had occurred on January 1, 2006 with respect to Courtside and CMM and January 2, 2006 with respect to ACN (ACN's fiscal year typically ends on the Sunday closest to December 31st).

The historical financial information has been adjusted to give effect to pro forma events that are directly attributable to the transaction, are factually supportable and, in the case of the pro forma income statements, have a recurring impact.

The purchase price allocation has not been finalized and is subject to change based upon recording of actual transaction costs, finalization of working capital adjustments, and completion of appraisals of the principal ACN assets.

The unaudited pro forma condensed consolidated balance sheet information at March 31, 2007 and unaudited pro forma condensed consolidated statement of income information for the three months ended March 31, 2007 and year ended December 31, 2006 and have been prepared using two different levels of approval of the transaction by the Courtside stockholders, as follows:

- Assuming No Conversions: This presentation assumes that none of the Courtside stockholders exercise their conversion rights and assumes either (i) that Courtside issues $12.5 million of shares to ACN or (ii) that Courtside issues no shares to ACN; and
- Assuming Maximum Conversions: This presentation assumes that 19.99% of the Courtside stockholders exercise their conversion rights and assumes either (i) that Courtside issues $12.5 million of shares to ACN or (ii) that Courtside issues no shares to ACN.

Courtside is providing this information to aid you in your analysis of the financial aspects of the transaction. The unaudited pro forma financial information is not necessarily indicative of the financial position or results of operations that may have actually occurred had the transaction taken place on the dates noted, or the future financial position or operating results of the combined company.

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Courtside Acquisition Corp.
Unaudited Pro Forma Condensed Consolidated Balance Sheet Information
(amounts in thousands)

	As of March 31, 2007			
	No Share Conversions Assumes No Share Issuance	Maximum Share Conversions Assumes No Share Issuance	No Share Conversions Assumes $12.5 million Share Issuance	Maximum Share Conversions Assumes $12.5 million Share Issuance
Current assets	$ 9,283	$ 9,283	$ 9,658	$ 9,658
Total assets	$ 217,029	$ 217,380	$ 217,029	$ 217,380
Current liabilities	$ 4,627	$ 4,627	$ 4,627	$ 4,627
Long-term debt	$ 133,353	$ 149,232	$ 120,853	$ 136,732
Total stockholders' equity	$ 78,286	$ 62,758	$ 90,786	$ 75,258

Courtside Acquisition Corp.
Unaudited Pro Forma Condensed Consolidated Statement of Income Information
(amounts in thousands except share data and per share data)

	Three Months Ended March 31, 2007				Year Ended December 3		
	No Share Conversions Assumes No Share Issuance	Maximum Share Conversions Assumes No Share Issuance	No Share Conversions Assumes $12.5 million Share Issuance	Maximum Share Conversions Assumes $12.5 million Share Issuance	No Share Conversions Assumes No Share Issuance	Maximum Share Conversions Assumes No Share Issuance	No Sh Conver Assu $12.5 n Sha Issua
Net sales	$ 17,359	$ 17,359	$ 17,359	$ 17,359	$ 74,881	$ 74,881	$ 74
Operating income (loss)	$ 1,283	$ 1,283	$ 1,283	$ 1,283	$ 10,978	$ 10,978	$ 10
Net income	$ (2,187)	$ (2,736)	$ (1,689)	$ (2,238)	$ (2,901)	$ (5,096)	$
Earnings per share:							
Basic	$ (0.13)	$ (0.19)	$ (0.09)	$ (0.14)	$ (0.17)	$ (0.36)	$ (
Diluted	$ (0.11)	$ (0.17)	$ (0.08)	$ (0.12)	$ (0.16)	$ (0.32)	$ (
Weighted-average number of shares							

outstanding:							
Basic	16,800,000	14,041,380	18,992,982	16,234,362	16,800,000	14,041,380	18,992
Diluted	19,178,208	16,419,558	21,371,190	18,612,570	18,536,193	15,777,573	20,729

Comparative Per Share Data
Three Months Ended March 31, 2007

				Pro forma Combined Company			
	Courtside	ACN	CMM	No Share Conversions Assumes No Share Issuance	Maximum Share Conversions Assumes No Share Issuance	No Share Conversions Assumes $12.5 million Share Issuance	Maximum Share Conversions Assumes $12.5 million Share Issuance
Book Value per share	$ 4.47[1]	N/A	N/A	$ 4.66	$ 4.47	$ 4.78	$ 4.64
Cash dividends declared per share	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Income from continuing operations per share	$ 0.02	N/A	N/A	$ (0.13)	$ (0.19)	$ (0.09)	$ (0.14)

[1] Assuming maximum conversion of common stock

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Comparative Per Share Data
Year Ended December 31, 2006

				Pro forma Combined Company			
	Courtside	ACN	CMM	No Share Conversions Assumes No Share Issuance	Maximum Share Conversions Assumes No Share Issuance	No Share Conversions Assumes $12.5 million Share Issuance	Maximum Share Conversions Assumes $12.5 million Share Issuance
Cash dividends declared per share	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Income from continuing operations per share	$ 0.06	N/A	N/A	$ (0.17)	$ (0.36)	$ (0.05)	$ (0.19)

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RISK FACTORS

You should carefully consider the following risk factors, together with all of the other information included in this proxy statement, before you decide whether to vote or instruct your vote to be cast to approve the acquisition proposal.

Risks Related to our Business and Operations Following the Acquisition with ACN

The value of your investment in Courtside following consummation of the acquisition will be subject to the significant risks inherent in the community newspaper business. You should carefully consider the risks and uncertainties described below and other information included in this proxy statement. If any of the events described below occur, Courtside post-acquisition business and financial results could be adversely affected in a material way. This could cause the trading price of its common stock to decline, perhaps significantly, and you therefore may lose all or part of your investment.

ACN depends to a great extent on the economies and the demographics of the local communities that it serves and is also susceptible to general economic downturns, which could have a material and adverse impact on its revenues and profitability.

ACN's advertising revenues, which accounted for 94% of ACN's 2006 revenues (94% of ACN's revenues for the three months ending April 1, 2007; 91% of ACN's 2006 revenues assuming Columbus was acquired on the first day of ACN's fiscal year 2006; and 89% of ACN's revenues for the three months ending April 1, 2007 assuming Columbus was acquired on the first day of ACN's fiscal year 2007), and, to a lesser extent, circulation, depend upon a variety of factors specific to the communities that its publications serve. These factors include, among others, the size and demographic characteristics of the local population, local economic conditions in general and the economic condition of the retail segments of the communities that the publications serve. If the local economy, population or prevailing retail environment of a community ACN serves experiences a downturn, ACN's publications, revenues and profitability in that market would be adversely affected. ACN's advertising revenues are also susceptible to negative trends in the general economy that affect consumer spending. The advertisers in ACN's newspapers and other publications and related websites include many businesses that can be significantly affected by regional or national economic downturns and other developments.

Our indebtedness could adversely affect our financial health and reduce the funds available to us for other purposes, including acquisitions and dividend payments.

After the completion of the acquisition, we will have a significant amount of indebtedness, which we estimate will be approximately $133 million, assuming that none of the Courtside stockholders exercise their conversion rights ($149 million, assuming that 19.99% of the Courtside stockholders exercise their conversion rights, with such additional indebtedness bearing interest at a fixed rate paid in kind). Each of the foregoing amounts also assumes that the entire purchase price will be paid in cash, without the issuance of any shares of Courtside common stock. This indebtedness could adversely affect our financial health in the following ways:

- most of the debt will carry a floating rate of interest with only half of the principal amount thereof protected by interest rate swaps, interest caps or similar arrangements; thus we will be subject to the risk of paying greater interest if interest rates rise. Assuming $53 million of indebtedness is unprotected by interest rate swaps, if interest rates change by 0.125% for a full year, interest expense would change by $66,470 for such year;
- a substantial portion of our cash flow from operations must be dedicated to the payment of interest on our outstanding indebtedness. Cash pay interest payments will be due on approximately $106.3 million of such indebtedness and will be approximately $9,285,240 per year ($9,620,000 if the maximum number of shares are converted), assuming interest at 8.36% per annum for certain portions and 8.61% per annum for the remainder (in each case, assuming a 3-month LIBOR rate of 5.36% as of June 8, 2007) and no conversions or repayment of principal. Such cash interest expense and total scheduled principal payments on

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the senior secured credit facilities through 2010 are as follows: 2007 – $9.3 million; 2008 – $11.4 million; 2009 – $13.5 million; 2010 – $15.25 million. The projections that Capitalink utilized in their analysis (and described in ''The Acquisition Proposal – Capitalink Fairness Opinions'') project an improvement in EBITDA from FY2006 to FY2010, from approximately $16.4 million to $27.8 million, respectively. After deducting capital expenditures ($1.1 million in 2006 combined among ACN and Columbus and assuming such amount is constant in the future) from EBITDA and assuming no material additional expenditures that would reduce cash flow, Courtside would have sufficient funds to cover the total cash interest and scheduled principal payments in each of the years 2007 through 2010.

- amortization of principal on the term loan portions of our borrowing will commence on September 30, 2008. For the balance of 2008, principal payments of $2.1 million are required. Thereafter, amortization of principal will be $4.2 million in 2009 and will increase each year through 2012, when amortization of principal will be $8.575 million. The loans mature in 2013, when the balance of $77.350 million will be due. Following repayment of the term loans, any remaining mandatory payments must be applied to the revolving credit facility. In addition, payment of the senior notes, if issued, will be due upon their maturity. The senior notes will mature in 2014 and interest on them is payable in kind. Consequently, no cash payments on them will be required until maturity and prepayment provisions do not apply. See the section entitled ''The Acquisition Proposal – Factors Considered by Courtside's Board of Directors – Financing and Refinancing.''
- mandatory prepayments of principal on the term loans are required to the extent of 100% of the net proceeds received by Courtside from (i) asset sales outside the ordinary course business and insurance proceeds (net of repair and replacement costs), (ii) future debt issuances (excluding permitted debt) and (iii) the issuance of equity, except for permitted acquisitions, including the transaction with ACN.
- mandatory prepayments are also required to be made to the extent of 50% of the prior year's excess cash flow. Excess cash flow is defined as operating cash flow (EBITDA for the relevant period less capital expenditures) less (i) cash payments in respect of income taxes, (ii) principal payments with respect to the financed indebtedness actually paid, (iii) cash interest expense, (iv) permitted restricted distributions, if any, and (v) the increase (or plus the decrease) in working capital. Working capital is defined as current assets less (A) cash, cash equivalents and amounts due from affiliates and (B) current liabilities (excluding outstanding revolving loans in current liabilities and current portion of the financed indebtedness). Mandatory prepayments will be applied pro rata among the two term loans according to the actual outstanding principal amounts thereof and, as to each term loan, pro rata among the remaining installments thereof.
- our substantial degree of leverage could make us more vulnerable in the event of a downturn in general economic conditions or other adverse events in our business;
- our ability to obtain additional financing for working capital, capital expenditures, acquisitions or general corporate purposes maybe impaired;
- there would be a material and adverse effect on our business and financial condition if we are unable to service our indebtedness or obtain additional financing, as needed;
- based on the current financial projections, ACN will be required to refinance its indebtedness, including the senior notes, upon maturity of the term loan B. It is possible that (i) refinancing of Courtside's indebtedness upon maturity might be on terms less favorable than those on the new

senior secured credit facilities and (ii) a downturn in the business might effect Courtside's ability to refinance any outstanding indebtedness; and

- we have engaged BMO Capital Markets to assist us in finding less costly financing as a substitute for the $27 million of senior notes proposed to be issued at the holding company level. It is possible that any alternative financing may consist of, or include, equity instruments that are dilutive of the interests of the Courtside stockholders and the terms of which will not be reviewable by them in connection with the proposed transaction.

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After giving effect to ACN's acquisition of Columbus, Courtside's indebtedness would be approximately $133 million on the books of Courtside, assuming no conversion of Public Shares, increased from approximately $98 million on the books of ACN. This increase is a result of the financing required to complete the acquisition of ACN by Courtside and does not correlate to ACN's assets as reflected on ACN's books at historical cost. These assets will be reflected on Courtside books at their fair market value. The ratio of senior cash pay debt (the principal of the two term loans and the revolving credit facility) to EBITDA at the closing of the acquisition, assuming no conversions, will be approximately 6.0x (6.25x assuming maximum conversions), which is in line with ACN's ratio on December 10, 2004 when the current ownership group took over. While executing on its operating plan, ACN paid down its indebtedness and reduced its ratio of senior debt to EBITDA from 6.0x on December 10, 2004 to 4.0x on December 31, 2006. The current ACN indebtedness was incurred during a period when interest rates were lower than they presently are. There is no assurance that ACN management will successfully manage the leverage created as a result of the acquisition, which may bear higher interest rates than that borne by the current ACN indebtedness.

The purchase agreement contains a representation by Courtside that it has received financing commitments for at least $100,000,000 for the purpose of paying a portion of the purchase price and transaction expenses. However, as Courtside's obligations under the purchase agreement are not conditioned on its ability to obtain adequate outside funding, a failure by Courtside to close if such funding were not to be available, for any reason, will be a breach by Courtside of its obligations.

If conversions are at levels above that for which Courtside can provide funding through borrowings of junior subordinated securities (debt or preferred stock), it will not be able to meet the financing condition that it contribute $75 million equity to its subsidiary that will acquire the assets because a portion of the trust account funds will be required for payment to the converting stockholders. As Courtside has no alternative source of funding, it will not be able to close the acquisition and will be in breach of its obligations under the purchase agreement. In such event ACN would be entitled to receive the entire $700,000 deposit paid by Courtside on the signing of the purchase agreement as liquidated damages and Courtside will be required to liquidate as it will not be able to complete a business combination by July 7, 2007.

We intend to continue to pursue acquisition opportunities, which may subject us to considerable business and financial risk.

ACN has grown, and we anticipate that we will continue to grow, in part through acquisitions of weekly and some daily newspapers and niche publications and free circulation and total market coverage publications. We will evaluate potential acquisitions on an ongoing basis and regularly pursue acquisition opportunities (although we are not party to any agreements for future acquisitions), some of which could be significant. We may not be successful in identifying acquisition opportunities, assessing the value, strengths and weaknesses of these opportunities or in consummating acquisitions on acceptable terms. Also, we may not be able to generate sufficient cash flow or borrow sufficient funds to finance desired acquisitions. If completed, on the other hand, acquisitions may expose us to particular business and financial risks that include, but are not limited to:

- diversion of our management's attention, as integrating the operations and assets of the acquired businesses will require a substantial amount of our management's time;
- difficulties associated with obtaining the level of cooperation of the employees in the acquired businesses with our integration efforts and assimilating the operations of the acquired businesses, including billing and customer information systems;
- incurring unexpected costs of integration;
- the inability to achieve operating and financial synergies anticipated to result from the acquisitions;
- failing to retain key personnel, readers and customers of acquired companies.
- incurring significant additional capital expenditures, transaction and operating expenses and non-recurring acquisition-related charges; and

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- experiencing an adverse impact on our earnings from the amortization or write-off of acquired goodwill and other intangible assets.

We cannot assure you that we will be successful in finding and effecting suitable acquisitions or in integrating acquired assets into our current businesses. The failure to find and effect new acquisitions and to successfully integrate the acquired businesses would have a material adverse effect on our business, financial condition, results of operations and cash flow.

Courtside did not conduct its own due diligence with respect to the Columbus operations recently purchased by ACN. However, it did rely upon ACN's due diligence investigations in this regard, which may not have been to the same standard as Courtside would have applied.

ACN's purchase of its Columbus operations occurred after it had signed the purchase agreement with Courtside. While Courtside was kept apprised of the progress of the negotiations and ACN's due diligence regarding the purchase, it did not conduct its own due diligence and relied upon ACN's investigations in this regard. ACN's due diligence investigations may not have been to the same standard as Courtside's might have been in the circumstances and it remains a possibility that there may be adverse facts or circumstances regarding the Columbus operations that ACN has not discovered. Had the Columbus operations been acquired by ACN on January 1, 2006, ACN's 2006 revenues would have been increased by $23.3 million (44.5%) and its assets at December 31, 2006 would have been increased by $45.6 million (47.6%).

If there is a significant increase in the price of newsprint or a reduction in the availability of newsprint, our results of operations and financial condition may suffer.

The basic raw material for ACN's publications is newsprint. In 2006, ACN, in its production facilities, consumed approximately 6,500 metric tons (1,700 metric tons in the three months ending April 1, 2007; 9,300 metric tons in 2006 assuming the Columbus operations had been acquired on the first day of ACN's 2006 fiscal year; and 2,400 metric tons in the three months ending April 1, 2007 assuming the Columbus operations had been acquired on the first day of ACN's 2007 fiscal year) of newsprint (including for commercial printing) and the cost of such newsprint consumption totaled approximately $4.1 million, which was approximately 7.9% of its 2006 total revenue ($1.0 million, or 8.1% of total revenues, for the three months ending April 1, 2007; $6.0 million, or 8% of total revenues, for the year ended December 31, 2006 assuming the Columbus operations had been acquired on the first day of ACN's 2006 fiscal year; $1.5 million, or 8.3% of total revenues, for the three months ending April 1, 2007 assuming the Columbus operations had been acquired on the first day of ACN's 2007 fiscal year). ACN generally maintains only a 30-day inventory of newsprint, although participation in a newsprint-buying consortium helps ensure adequate supply. An inability to obtain an adequate supply of newsprint at a favorable price in the future could have a material adverse effect on our ability to produce our publications. Historically, the price of newsprint has been volatile, reaching a high of approximately $750 per metric ton in 1995 and dropping to a low of almost $410 per metric ton in 2002. The industry average price of newsprint for 2006 was approximately $655 per metric ton. Significant increases in newsprint costs could have a material adverse effect on our financial condition and results of operations. See ‘‘Business of ACN – Newsprint.’’

Newer forms of media communications, such as the Internet, are increasingly competing with newspapers and magazines for advertising revenue and are drawing such revenue away from such traditional media.

Many newspapers, particularly those serving large national or metropolitan readerships, have been adversely affected by loss of advertising revenue and paid circulation subscriptions to other media forms, particularly Internet-based publications. There can be no assurance that this trend will not continue or that community newspapers and, more particularly, the ACN newspapers will not be adversely affected by it.

We could be adversely affected by declining circulation.

According to the Newspaper Association of America, overall daily newspaper circulation, including national and urban newspapers, has declined at an average annual rate of 1.0% since 1996

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and 2.0% during the period from 2002 to 2005. Circulation represented 4% of ACN's total revenue in 2006 (4% of ACN's revenues for the three months ended April 1, 2007; 4% of ACN's 2006 revenues assuming Columbus was acquired on the first day of ACN's 2006 fiscal year; and 5% of ACN's revenues for the three months ended April 1, 2007 assuming the Columbus operations had acquired on the first day of ACN's 2007 fiscal year). ACN's circulation revenue is derived from home delivery sales to subscribers and single copy sales at retail stores and vending racks and boxes. There can be no assurance that ACN's circulation will not decline in the future which would negatively affect ACN's circulation revenue. In addition, declines in circulation could impair ACN's ability to maintain or increase its advertising prices, cause purchasers of advertising in its publications to reduce or discontinue those purchases and discourage potential new advertising customers which could have a material adverse effect on its business, financial condition, results of operations or cash flows.

Our business will be subject to seasonal and other fluctuations, which will affect our revenues and operating results.

The business we will acquire from ACN is subject to seasonal fluctuations that we expect to be reflected in our operating results in future periods. The first fiscal quarter of the year tends to be the weakest quarter because advertising volume is at its lowest levels following the holiday season. Other factors that will affect our quarterly revenues and operating results may be beyond our control, including changes in the pricing policies of our competitors, the hiring and retention of key personnel, wage and cost pressures, distribution costs, changes in newsprint prices and general economic factors.

We will be subject to environmental and employee safety and health laws and regulations that could cause us to incur significant compliance expenditures and liabilities.

Our operations will be subject to federal, state and local laws and regulations pertaining to the environment, storage tanks and the management and disposal of wastes at our facilities, including ink and certain chemicals. Under various environmental laws, an owner or operator of real property may be liable for contamination resulting from the release or threatened release of hazardous or toxic substances or petroleum at that property. Such laws often impose liability on the owner or operator without regard to fault and the costs of any required investigation or cleanup can be substantial. Our operations will also be subject to various employee safety and health laws and regulations, including those pertaining to occupational injury and illness, employee exposure to hazardous materials and employee complaints. Environmental and employee safety and health laws tend to be complex, comprehensive and frequently changing. As a result, we may be involved from time to time in administrative and judicial proceedings and investigations related to environmental and employee safety and health issues. These proceedings and investigations could result in substantial costs to us, divert our management's attention and adversely affect our ability to sell, lease or develop our real property. Furthermore, if it is determined we are not in compliance with applicable laws and regulations, or if our properties are contaminated, it could result in significant liabilities, fines or the suspension or interruption of the operations of specific printing facilities. Future events, such as changes in existing laws and regulations, new laws or regulations or the discovery of conditions not currently known to us, may give rise to additional compliance or remedial costs that could be material.

We will depend on key personnel and we may not be able to operate and grow our business effectively if we lose the services of any of our key personnel or are unable to attract qualified personnel in the future.

We will be dependent upon the efforts of our key personnel and our ability to retain them and hire other qualified employees. In particular, we will dependent upon the management and leadership of Eugene M. Carr, who will be our chief executive officer, Daniel J. Wilson, who will be our chief financial officer, and Jeffrey B. Coolman, who will be our vice president – sales and Minnesota group publisher. The loss of any of them or other key personnel could affect our ability to run our business effectively.

Competition for senior management personnel is intense and we may not be able to retain our personnel even though we have entered into employment agreements with certain of them. Other than a $4.5 million policy on the life of Mr. Carr, we will not have key man insurance for any of our

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management or other key personnel. The loss of any key personnel requires the remaining key personnel to divert immediate and substantial attention to seeking a replacement. An inability to find a suitable replacement for any departing executive officer on a timely basis could adversely affect our ability to operate and grow our business.

Production and distribution of our various publications and the generation of advertising revenue will also require skilled and experienced employees. A shortage of such employees, or our inability to retain such employees, could have an adverse impact on our productivity and costs, our ability to expand, develop and distribute new products, generate advertising sales and our entry into new markets. The cost of retaining or hiring such employees could exceed our expectations.

Risks Related to the Acquisition

Our existing cash will not be sufficient to pay the purchase price that is due at closing and we will be required to borrow significant funds to complete the acquisition. While we have received commitments from a large and reputable financial institution to provide such financing, there is no assurance that we will be able to negotiate favorable definitive documentation with the lender or that we will be able to fulfill the conditions included in that documentation to be able to receive the financing. Without such financing being available at the closing of the acquisition, we would be in breach of our obligations to close under the purchase agreement, which are not contingent upon the receipt of financing.

While the purchase price payable at closing will be $203,762,997 plus an amount equal to the working capital of the Columbus business at April 30, 2007 and ACN's capitalized expenses incurred in connection with the acquisition, and subject to working capital adjustments, we will have only approximately $78 million of our own funds available for such payment and will have to borrow the balance, together with other funds required for transaction expenses, working capital and other corporate purposes. We expect that the total borrowings we will require at the time of closing will be approximately $133 million, assuming that none of the Courtside stockholders exercise their conversion rights and the purchase price is paid totally in cash, with no issuance of shares of Courtside common stock. Although we have commitments from the Bank of Montreal to provide such funds, we have yet to negotiate the definitive loan documents and it is possible that matters could arise in the course of negotiation that will not be able to be resolved favorably or at all. Also, it is possible that the definitive documents could contain conditions that we won't be able to satisfy because of unforeseen events between the time they are signed and the closing of the acquisition. If, for any of such reasons, or others, we are not able to receive the necessary financing at the closing, we would be unable to meet our obligation to close the acquisition and would be in breach under the purchase agreement, as our obligation to close is not contingent upon receipt of financing. In the event of a breach for this or other reasons, ACN would be entitled to receive, as liquidated damages, the entire $700,000 deposit we put in escrow on the signing of the purchase agreement. As of April 30, 2007, approximately $400,000 was reserved for payment of ACN reimbursable expenses if the reason for termination entitles it to such payment. It is expected that such expenses will ultimately total in excess of $700,000.

Our working capital will be reduced if Courtside stockholders exercise their right to convert their shares into cash. If such conversions exceed 5.3% of the Public Shares, we will be required to obtain further debt or equity financing to be able to close the acquisition. There can be no assurance that such financing will be available on terms that we could accept.

Pursuant to our certificate of incorporation, holders of Public Shares may vote against the acquisition proposal and demand that we convert their shares, calculated as of two business days prior to the anticipated consummation of the acquisition, into a pro rata share of the trust account where a substantial portion of the net proceeds of the IPO are held. We and ACN will not consummate the acquisition if holders of 2,760,000 or more Public Shares exercise these conversion rights. To the extent the acquisition is consummated and holders have demanded to so convert their shares, there will be a corresponding reduction in the amount of funds available to us.

Courtside has received financing commitments for up to $152,000,000 ($20,000,000 of which is a revolving credit facility), which will be used to pay $133,352,700 (less up to $12,500,000 to the extent

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that shares of Courtside common stock are issued in lieu of cash) of the purchase price (including working capital payments and transaction and finance fees) in excess of the amount available from the funds to be released to

Courtside from the trust account (assuming no conversions of Public Shares into cash) at the closing of the acquisition and also for working capital, future acquisitions and other corporate purposes. It is anticipated that Courtside will have approximately $4.2 million of remaining capacity on the revolving credit facility at closing to fund shareholder conversions of up to 5.3% of the Public Shares. We presently have no commitments from any financial institution or otherwise to obtain funds needed to pay for conversions in excess of such amount, although, if all or any portion of the shares of Courtside common stock that may be issued to ACN are actually issued, then additional funds (up to $12,500,000) would be available to fund such conversions. As of June 8, 2007, the record date, assuming the acquisition proposal is adopted, the maximum amount of funds that could be disbursed to our stockholders upon the exercise of their conversion rights is approximately $15,630,000, or approximately 20% of the funds held in the trust account. If there are maximum conversions, Courtside would need to finance an additional $11.7 million (over the $4.2 million), which would bring total indebtedness to $149.2 million. Although Courtside believes that such financing will be available on commercially reasonable terms, there can be no assurance that this will be the case. A failure to obtain sufficient financing to cover both the purchase price payment and conversion payments would cause us to be in breach of our obligations to close under the purchase agreement, in which event ACN would be entitled to receive the entire $700,000 deposit paid by Courtside on the signing of the purchase agreement as liquidated damages. Any payment upon exercise of conversion rights will reduce our cash after the acquisition, which may limit our ability to implement our business plan. It is anticipated that Courtside will have access to approximately $13.0 million of additional borrowing capacity ($8.8 million if $4.2 million is used to fund conversions) on the revolving credit facility following the acquisition after the payment of acquisition related costs and expenses to fund operations assuming no conversions.

As stated in the previous paragraph, it is anticipated that Courtside will have approximately $4.2 million of remaining capacity on the revolving credit facility (at the closing date of the acquisition) to fund shareholder conversions of up to 5.3% of the Public Shares at closing. If this were to occur and the $4.2 million of remaining capacity on the revolving credit facility were used to fund such conversions at closing, then it is anticipated that the company will have access to approximately $8.8 million on the revolving credit facility following the acquisition after the payment of acquisition related costs and expenses to fund operations.

The use of funds from the revolving credit facility for conversions will be limited to $4.2 million and any conversions in excess of 5.3% up to 19.99% of the Public Shares would have to be funded by Courtside by indebtedness other than the revolving credit facility or through the issuance of securities, including preferred stock. Therefore, it is anticipated that with no additional amounts of the revolving credit facility over the $4.2 million available to fund such additional conversions at closing, Courtside will still have access to approximately $8.8 million on the revolving credit facility following the acquisition after the payment of acquisition related costs and expenses to fund operations.

Our outstanding warrants and underwriter’s purchase options may be exercised in the future, which would increase the number of shares eligible for future resale in the public market and result in dilution to our stockholders.

Outstanding redeemable warrants to purchase an aggregate of 27,600,000 shares of common stock issued in the IPO will become exercisable after the consummation of the acquisition. These will be exercised only if the $5.00 per share exercise price is below the market price of our common stock. In addition, in connection with the IPO, we granted EarlyBirdCapital an option to purchase, at $7.50 per unit, 600,000 units, each consisting of one share of common stock and two warrants (exercisable at $6.65 per share), which units and underlying warrants, if fully exercised, would result in an additional 1,800,000 shares of common stock being outstanding. To the extent such warrants or options (or the warrants underlying the options) are exercised, additional shares of our common stock will be issued, which will result in dilution to our stockholders and increase the number of shares eligible for resale in the public market. Sales of substantial numbers of such shares in the public market could adversely affect the market price of such shares.

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If Courtside stockholders fail to vote or abstain from voting on the acquisition proposal, or fail to deliver their shares to our transfer agent, they may not exercise their conversion rights to convert their shares of common stock of Courtside into a pro rata portion of the trust account.

Courtside stockholders holding Public Shares who affirmatively vote against the acquisition proposal may, at the same time, demand that we convert their shares into a pro rata portion of the trust account, calculated as of two business days prior to the anticipated consummation of the acquisition. Courtside stockholders who seek to exercise this conversion right must affirmatively vote against the acquisition and deliver their stock certificates (either physically or electronically) to our transfer agent after the special meeting. Any Courtside stockholder who fails to vote or who abstains from voting on the acquisition proposal or who fails to deliver his stock certificate may not exercise his conversion rights and will not receive a pro rata portion of the trust account for conversion of his shares. See the section entitled ''Special Meeting of Courtside Stockholders – Conversion Rights'' for the procedures to be followed if you wish to convert your shares to cash.

The American Stock Exchange may delist our securities from quotation on its exchange which could limit investors' ability to make transactions in our securities and subject us to additional trading restrictions.

Our securities are listed on the American Stock Exchange. We cannot assure you that our securities will continue to be listed on the American Stock Exchange in the future. Additionally, in connection with the acquisition, it is likely that the American Stock Exchange may require us to file a new initial listing application and meet its initial listing requirements as opposed to its more lenient continued listing requirements. We cannot assure you that we will be able to meet those initial listing requirements at that time.

If the American Stock Exchange delists our securities from trading on its exchange, we could face significant material adverse consequences including:

- a limited availability of market quotations for our securities;
- a determination that our common stock is a ''penny stock'' which will require brokers trading in our common stock to adhere to more stringent rules and possibly resulting in a reduced level of trading activity in the secondary trading market for our common stock;
- a limited amount of news and analyst coverage for our company; and
- a decreased ability to issue additional securities or obtain additional financing in the future.

Our ability to request indemnification from ACN for damages arising out of the acquisition is limited to those claims where damages exceed $500,000.

At the closing of the acquisition, $12,500,000 of the purchase price we will pay to ACN will be deposited in escrow to provide a fund for payment to Courtside with respect to its post-closing rights to indemnification under the purchase agreement for breaches of representations and warranties and covenants by ACN and liabilities not assumed by Courtside. Claims for indemnification may only be asserted by Courtside once the damages exceed $500,000 and are indemnifiable only to the extent that damages exceed $500,000 and recoveries may not exceed $12,500,000. Accordingly, it is possible that Courtside will not be entitled to indemnification even if ACN is found to have breached its representations and warranties and covenants contained in the purchase agreement if such breach would only result in damages to Courtside of less than $500,000. Similarly, Courtside will not be entitled to indemnification for damages in excess of $12,500,000. The foregoing limitations will not apply to claims for indemnification that Courtside may have in respect of the Columbus operations, as Courtside and ACN have agreed that Courtside will only be entitled to make such claims against the Columbus seller under the Columbus acquisition agreement and not against ACN.

Our current directors and executive officers own shares of common stock and warrants that will be worthless if the acquisition is not approved. Such interests may have influenced their decision to approve the business combination with ACN.

All of our officers and directors and/or their affiliates beneficially own stock in Courtside that they purchased prior to our IPO. Additionally, as of the record date, Messrs. Richard D. Goldstein,

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our chairman of the board and chief executive officer, Bruce M. Greenwald, our president and a director, and Oded Aboodi, our special advisor (and persons and entities affiliated or associated with such individuals) purchased 1,500,000 shares and 2,400,000 warrants in the public market after our IPO. Our executive officers and directors and their affiliates are not entitled to receive any of the cash proceeds that may be distributed upon our liquidation with respect to shares they acquired prior to our IPO. Therefore, if the acquisition is not approved and we are forced to liquidate, such shares held by such persons that were purchased prior to the IPO will be worthless, as will the warrants. However, in such event they would be entitled to receive the same as other holders of Public Shares would receive with respect to the shares purchased after the IPO.

In addition, if Courtside liquidates prior to the consummation of a business combination, Messrs. Goldstein and Greenwald will be personally liable to pay the debts and obligations to vendors and other entities that are owed money by Courtside for services rendered or products sold to Courtside, or to any target business, to the extent such creditors bring claims that would otherwise require payment from moneys in the trust account. As of March 31, 2007 Courtside had accounts payable and accrued liabilities of approximately $457,000. It estimates that it will incur additional expenses of approximately $700,000 that would be required to be paid if the acquisition is not consummated. Of such total of $1,157,000, vendors and service providers to whom approximately $681,000 is or would be owed have waived their rights to make claims for payment from amounts in the trust account. Such vendors are Capitalink ($60,000, which was subsequently paid), Alpine Capital LLC ($36,000), Ernst & Young LLP ($214,000) and Graubard Miller ($371,000). Messrs. Goldstein and Greenwald would be obligated to indemnify Courtside for the balance of approximately $476,000 that would be owed to vendors and service providers that have not given such waivers to the extent that they successfully claim against the trust account funds. Such amount would be reduced by payments from funds available to Courtside that will be provided by Messrs. Goldstein and Greenwald to fund Courtside's operating expenses and from the return to it of all or part of the $700,000 deposit it has made on the purchase price of the acquisition. Messrs. Goldstein and Greenwald have no reason to believe that they will not be able to fulfill their indemnity obligations to Courtside.

Through June 8, 2007, Messrs. Goldstein and Greenwald advanced Courtside approximately $342,000 to fund its current expenses. Such advances are evidenced by promissory notes that bear interest at the rate of 5% per annum and are non-recourse to the trust account. If a business combination is not consummated, Courtside will not have any remaining non-trust account funds to repay the loans except that, under certain circumstances, all or a portion of the $700,000 deposit may be returned to Courtside. As of April 30, 2007, ACN had incurred approximately $400,000 of potentially reimbursable expenses. All of the $700,000 is expected to be reserved for payment of ACN's reimbursable expenses if the reason for termination entitles it to such reimbursement.

These personal and financial interests of our directors and officers may have influenced their decision to approve our business combination with ACN. In considering the recommendations of our board of directors to vote for the acquisition proposal and other proposals, you should consider these interests.

The exercise of our directors' and officers' discretion in agreeing to changes or waivers in the terms of the business combination may result in a conflict of interest when determining whether such changes to the terms of the business combination or waivers of conditions are appropriate and in our stockholders' best interest.

In the period leading up to the closing of the acquisition, events may occur that, pursuant to the purchase agreement, would require Courtside to agree to amendments to the purchase agreement, to consent to certain actions taken by ACN or to waive rights that Courtside is entitled to under the purchase agreement. Such events could arise because of changes in the course of ACN's business, a request by ACN to undertake actions that would otherwise be prohibited by the terms of the purchase agreement or the occurrence of other events that would have a material adverse effect on ACN's business and would entitle Courtside to terminate the purchase agreement. In any of such circumstances, it would be discretionary on Courtside, acting through its board of directors, to grant its consent or waive its rights. The existence of the financial and personal interests of the directors

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described in the preceding risk factor may result in a conflict of interest on the part of one or more of the directors between what he may believe is best for Courtside and what he may believe is best for himself in determining whether or not to take the requested action.

If we are unable to complete the business combination with ACN and are forced to dissolve and liquidate, third parties may bring claims against us and, as a result, the proceeds held in trust could be reduced and the per-share liquidation price received by stockholders could be less than $5.663 per share.

If we are unable to complete the business combination with ACN by July 7, 2007 and are forced to dissolve and liquidate, third parties may bring claims against us. Although we have obtained waiver agreements from certain vendors and service providers we have engaged and owe money to, and the prospective target businesses we have negotiated with, whereby such parties have waived any right, title, interest or claim of any kind they may have in or to any monies held in the trust fund, there is no guarantee that they or other vendors who did not execute such waivers will not seek recourse against the trust fund notwithstanding such agreements. Furthermore, there is no guarantee that a court will uphold the validity of such agreements. Accordingly, the proceeds held in trust could be subject to claims which could take priority over those of our public stockholders. Additionally, if we are forced to file a bankruptcy case or an involuntary bankruptcy case is filed against us which is not dismissed, the proceeds held in the trust account could be subject to applicable bankruptcy law, and may be included in our bankruptcy estate and subject to the claims of third parties with priority over the claims of our stockholders. To the extent any bankruptcy or other claims deplete the trust account, we cannot assure you we will be able to return to our public stockholders at least $5.663 per share.

If we do not consummate the business combination with ACN by July 7, 2007 and are forced to dissolve and liquidate, payments from the trust account to our public stockholders may be delayed.

If we do not consummate the business combination with ACN by July 7, 2007, we will dissolve and liquidate. We anticipate that, promptly after such date, the following will occur:

- our board of directors will convene and adopt a specific plan of dissolution and liquidation, which it will then vote to recommend to our stockholders; at such time it will also cause to be prepared a preliminary proxy statement setting out such plan of dissolution and liquidation as well as the board's recommendation of such plan;
- we will promptly file our preliminary proxy statement with the Securities and Exchange Commission;
- if the Securities and Exchange Commission does not review the preliminary proxy statement, then, 10 days following the filing of such preliminary proxy statement, we will mail the definitive proxy statement to our stockholders, and, 10 to 20 days following the mailing of such definitive proxy statement, we will convene a meeting of our stockholders, at which they will vote on our plan of dissolution and liquidation; and
- if the Securities and Exchange Commission does review the preliminary proxy statement, we currently estimate that we will receive their comments 30 days after the filing of such proxy statement. We would then mail the definite proxy statement to our stockholders following the conclusion of the comment and review process (the length of which we cannot predict with any certainty, and which may be substantial) and we will convene a meeting of our stockholders at which they will vote on our plan of dissolution and liquidation.

We expect that a significant part or all of the costs associated with the implementation and completion of our plan of dissolution and liquidation will be funded (to the extent that the deposit paid by Courtside on execution of the purchase agreement is not returned to it) by Messrs. Goldstein and Greenwald, who will advance us the funds necessary to complete such dissolution and liquidation (currently anticipated to be no more than approximately $50,000) and not seek reimbursement thereof.

We will not liquidate the trust account unless and until our stockholders approve our plan of dissolution and liquidation. Accordingly, the foregoing procedures may result in substantial delays in our liquidation and the distribution to our public stockholders of the funds in our trust account and any remaining net assets as part of our plan of dissolution and liquidation.

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Our stockholders may be held liable for claims by third parties against us to the extent of distributions received by them.

If we are unable to complete the business combination with ACN, we will dissolve and liquidate pursuant to Section 275 of the DGCL. Under Sections 280 through 282 of the DGCL, stockholders may be held liable for claims by third parties against a corporation to the extent of distributions received by them in a dissolution. Pursuant to Section 280, if the corporation complies with certain procedures intended to ensure that it makes reasonable provisions for all claims against it, including a 60-day notice period during which any third-party claims can be brought against the corporation, a 90-day period during which the corporation may reject any claims brought, and an additional 150-day waiting period before any liquidating distributions are made to stockholders, any liability of a stockholder with respect to a liquidating distribution is limited to the lesser of such stockholder's pro rata share of the claim or the amount distributed to the stockholder, and any liability of the stockholder would be barred after the third anniversary of the dissolution. Although we will seek stockholder approval to liquidate the trust account to our public stockholders as part of our plan of dissolution and liquidation, we will seek to conclude this process as soon as possible and as a result do not intend to comply with those procedures. Because we will not be complying with those procedures, we are required, pursuant to Section 281 of the DGCL, to adopt a plan that will provide for our payment, based on facts known to us at such time, of (i) all existing claims, (ii) all pending claims and (iii) all claims that may be potentially brought against us within the subsequent 10 years. Accordingly, we would be required to provide for any creditors known to us at that time or those that we believe could be potentially brought against us within the subsequent 10 years prior to distributing the funds held in the trust to stockholders. We cannot assure you that we will properly assess all claims that may be potentially brought against us. As such, our stockholders could potentially be liable for any claims to the extent of distributions received by them in a dissolution (but no more) and any liability of our stockholders may extend well beyond the third anniversary of such dissolution. Accordingly, we cannot assure you that third parties will not seek to recover from our stockholders amounts owed to them by us.

Additionally, if we are forced to file a bankruptcy case or an involuntary bankruptcy case is filed against us that is not dismissed, any distributions received by stockholders in our dissolution might be viewed under applicable debtor/creditor and/or bankruptcy laws as either a ‘‘preferential transfer’’ or a ‘‘fraudulent conveyance.’’ As a result, a bankruptcy court could seek to recover all amounts received by our stockholders in our dissolution. Furthermore, because we intend to distribute the proceeds held in the trust account to our public stockholders as soon as possible after our dissolution, this may be viewed or interpreted as giving preference to our public stockholders over any potential creditors with respect to access to or distributions from our assets. Furthermore, our board of directors may be viewed as having breached their fiduciary duties to our creditors and/or may have acted in bad faith, and thereby exposing itself and our company to claims of punitive damages, by paying public stockholders from the trust account prior to addressing the claims of creditors and/or complying with certain provisions of the DGCL with respect to our dissolution and liquidation. We cannot assure you that claims will not be brought against us for these reasons.

Risks if the Adjournment Proposal is not Approved

If the adjournment proposal is not approved, and an insufficient number of votes have been obtained to authorize the consummation of the acquisition, Courtside’s board of directors will not have the ability to adjourn the special meeting to a later date in order to solicit further votes, and, therefore, the acquisition will not be approved and Courtside will be required to liquidate.

Courtside’s board of directors is seeking approval to adjourn the special meeting to a later date or dates if, at the special meeting, based upon the tabulated votes, there are insufficient votes to approve the consummation of the acquisition. If the adjournment proposal is not approved, Courtside’s board will not have the ability to adjourn the special meeting to a later date and, therefore, will not have more time to solicit votes to approve the consummation of the acquisition. In such event, the acquisition would not be completed and Courtside would be required to liquidate.

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FORWARD-LOOKING STATEMENTS

We believe that some of the information in this proxy statement constitutes forward-looking statements within the definition of the Private Securities Litigation Reform Act of 1995. However, the safe-harbor provisions of that act do not apply to statements made in this proxy statement. You can identify these statements by forward-looking words such as ‘‘may,’’ ‘‘expect,’’ ‘‘anticipate,’’ ‘‘contemplate,’’ ‘‘believe,’’ ‘‘estimate,’’ ‘‘intends,’’ and ‘‘continue’’ or similar wor read statements that contain these words carefully because they:

- discuss future expectations;

- contain projections of future results of operations or financial condition; or
- state other ‘‘forward-looking’’ information.

We believe it is important to communicate our expectations to our stockholders. However, there may be events in the future that we are not able to predict accurately or over which we have no control. The risk factors and cautionary language discussed in this proxy statement provide examples of risks, uncertainties and events that may cause actual results to differ materially from the expectations described by us or ACN in such forward-looking statements, including among other things:

- the number and percentage of our stockholders voting against the acquisition proposal and seeking conversion;
- fluctuations in advertiser demand;
- management of rapid growth;
- general economic conditions;
- ACN’s business strategy and plans; and
- the result of future financing efforts.

You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this proxy statement.

All forward-looking statements included herein attributable to any of Courtside, ACN or any person acting on either party’s behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. Except to the extent required by applicable laws and regulations, Courtside and ACN undertake no obligations to update these forward-looking statements to reflect events or circumstances after the date of this proxy statement or to reflect the occurrence of unanticipated events.

Before you grant your proxy or instruct how your vote should be cast or vote on the approval of the purchase agreement, you should be aware that the occurrence of the events described in the ‘‘Risk Factors’’ section and elsewhere in this proxy statement could have a material adverse effect on Courtside and/or ACN.

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SPECIAL MEETING OF COURTSIDE STOCKHOLDERS

General

We are furnishing this proxy statement to Courtside stockholders as part of the solicitation of proxies by our board of directors for use at the special meeting in lieu of annual meeting of Courtside stockholders to be held on June 26, 2007, and at any adjournment or postponement thereof. This proxy statement is first being furnished to our stockholders on or about June 15, 2007 in connection with the vote on the acquisition proposal, the certificate of incorporation amendments, the incentive compensation plan proposal and the director election proposal. This document provides you with information you need to know to be able to vote or instruct your vote to be cast at the special meeting.

EarlyBirdCapital, Inc., the managing underwriter of Courtside’s IPO, assisted Courtside in its efforts regarding the special meeting by introducing Courtside’s management and that of ACN to persons who may be interested in Courtside’s acquisition of the assets of ACN and the terms of the purchase agreement. In this connection, EarlyBirdCapital hosted ‘‘road shows’’ where information about Courtside, ACN and the proposed acquisition transaction was given to Courtside stockholders and such other persons who may be interested in Courtside. Invitees to these meetings were selected from stockholders who participated in Courtside’s IPO, existing stockholders identified in public filings reporting their ownership, persons identified as having interests in the newspaper industry through databases such as Bloomberg and Bigdough and by the Bank of Montreal and persons known to Courtside, ACN and Courtside’s investor relations firm to be potentially interested in the transaction. The only participants who were not existing stockholders of Courtside were representatives of approximately 43 institutional investors. The information provided to the participants was limited to that filed by Courtside in its preliminary proxy statement and other filings made by it with the SEC. EarlyBirdCapital received no fees or other remuneration for its assistance other than reimbursement of its expenses.

Date, Time and Place

The special meeting of stockholders will be held on June 26, 2007, at 10:00 a.m., eastern time, at the offices of Graubard Miller, Courtside’s counsel, at The Chrysler Building, 405 Lexington Avenue, 19th Floor, New York, New York 10174.

Purpose of the Courtside Special Meeting

At the special meeting, we are asking holders of Courtside common stock to:

- consider and vote upon a proposal to approve the purchase agreement and the transactions contemplated thereby (acquisition proposal);
- consider and vote upon a proposal to approve an amendment to our certificate of incorporation to change our name from ‘‘Courtside Acquisition Corporation’’ to ‘‘American Community Newspapers Inc.’’ (name change amendment);
- consider and vote upon a proposal to approve an amendment to our certificate of incorporation to remove the preamble and sections A through D, inclusive, of Article Sixth from the certificate of incorporation from and after the closing of the acquisition, as these provisions will no longer be applicable to us, and to redesignate section E of Article Sixth, which relates to the staggered board, as Article Sixth (Article Sixth amendment);
- consider and vote upon a proposal to approve the adoption of the 2007 Incentive Equity Plan (incentive compensation plan proposal);
- elect seven directors to Courtside’s board of directors, of whom two will serve until the annual meeting to be held in 2008, three will serve until the annual meeting to be held in 2009 and two will serve until the annual meeting to be held in 2010 and, in each case, until their successors are elected and qualified (director election proposal); and
- consider and vote upon a proposal to adjourn the special meeting to a later date or dates, if necessary, to permit further solicitation and vote of proxies in the event that, based upon the tabulated votes at the time of the special meeting, Courtside would not have been authorized to consummate the acquisition (adjournment proposal).

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Recommendation of Courtside Board of Directors

Our board of directors:

- has unanimously determined that each of the acquisition proposal, the name change amendment, the Article Sixth amendment and the incentive compensation plan proposal is fair to and in the best interests of us and our stockholders;
- has unanimously approved the acquisition proposal, the name change amendment, the Article Sixth amendment and the incentive compensation plan proposal;
- unanimously recommends that our common stockholders vote ''FOR'' the acquisition proposal;
- unanimously recommends that our common stockholders vote ''FOR'' the proposal to adopt the name change amendment;
- unanimously recommends that our common stockholders vote ''FOR'' the proposal to adopt the Article Sixth amendment;
- unanimously recommends that our common stockholders vote ''FOR'' the incentive compensation plan proposal;
- unanimously recommends that our common stockholders vote ''FOR'' the persons nominated by our management for election as directors; and
- unanimously recommends that our stockholders vote ''FOR'' an adjournment proposal if one is presented to the meeting.

Record Date; Who is Entitled to Vote

We have fixed the close of business on June 8, 2007, as the ''record date'' for determining Courtside stockholders entitled to notice of and to attend and vote at the special meeting. As of the close of business on June 8, 2007, there were 16,800,000 shares of our common stock outstanding and entitled to vote. Each share of our common stock is entitled to one vote per share at the special meeting.

Pursuant to agreements with us, the 3,000,000 shares of our common stock held by stockholders who purchased their shares of common stock prior to our IPO will be voted on the acquisition proposal in accordance with the majority of the votes cast at the special meeting on such proposal by the holders of the Public Shares. The vote of such shares will not effect the outcome of the vote on the proposal.

Quorum

The presence, in person or by proxy, of a majority of all the outstanding shares of common stock constitutes a quorum at the special meeting.

Abstentions and Broker Non-Votes

Proxies that are marked ''abstain'' and proxies relating to ''street name'' shares that are returned to us but marked by brokers as ''not voted'' will be treated as shares present for purposes of determining the presence of a quorum on all matters. The latter will not be treated as shares entitled to vote on the matter as to which authority to vote is withheld from the broker. If you do not give the broker voting instructions, under applicable self-regulatory organization rules, your broker may not vote your shares on the acquisition proposal, the name change amendment, the Article Sixth amendment and the incentive compensation plan proposal. Since a stockholder must affirmatively vote against the acquisition proposal to have conversion rights, individuals who fail to vote or who abstain from voting may not exercise their conversion rights. See the information set forth in ''Special Meeting of Courtside Stockholders – Conversion Rights.''

Vote of Our Stockholders Required

The approval of the acquisition proposal will require the affirmative vote for the proposal by the holders of a majority of the Public Shares present in person or represented by proxy and entitled to

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vote at the special meeting. Abstentions will have the same effect as a vote ''AGAINST'' the acquisition proposal and broker non-votes, while considered present for the purposes of establishing a quorum, will have no effect on the acquisition proposal. You cannot seek conversion unless you affirmatively vote against the acquisition proposal.

The name change amendment and the Article Sixth amendment will require the affirmative vote of the holders of a majority of Courtside common stock outstanding on the record date. Because each of these proposals to amend our charter requires the affirmative vote of a majority of the shares of common stock outstanding, abstentions and shares not entitled to vote because of a broker non-vote will have the same effect as a vote against these proposals.

The approval of the incentive compensation plan and an adjournment proposal, if presented, will require the affirmative vote of the holders of a majority of our common stock represented and entitled to vote at the meeting. Abstentions are deemed entitled to vote on such proposals. Therefore, they have the same effect as a vote against either proposal. Broker non-votes are not deemed entitled to vote on such proposals and, therefore, they will have no effect on the vote on such proposals.

Directors are elected by a plurality. ''Plurality'' means that the individuals who receive the largest number of votes cast ''FOR'' are elected as directors. Consequently, any shares not voted ''FOR'' a particular nominee (whether as a result of abstentions, a direction to withhold authority or a broker non-vote) will not be counted in the nominee's favor.

Voting Your Shares

Each share of Courtside common stock that you own in your name entitles you to one vote. Your proxy card shows the number of shares of our common stock that you own.

There are two ways to vote your shares of Courtside common stock at the special meeting:

- You can vote by signing and returning the enclosed proxy card. If you vote by proxy card, your ''proxy,'' whose name is listed on the proxy card, will vote your shares as you instruct on the proxy card. If you sign and return the proxy card but do not give instructions on how to vote your shares, your shares will be voted as recommended by our board ''FOR'' the acquisition proposal, the name change amendment, the Article Sixth amendment, the incentive compensation plan proposal, the persons nominated by Courtside's management for election as directors and, if necessary, an adjournment proposal. Votes received after a matter has been voted upon at the special meeting will not be counted.
- You can attend the special meeting and vote in person. We will give you a ballot when you arrive. However, if your shares are held in the name of your broker, bank or another nominee, you must get a proxy from the broker, bank or other nominee. That is the only way we can be sure that the broker, bank or nominee has not already voted your shares.

Revoking Your Proxy

If you give a proxy, you may revoke it at any time before it is exercised by doing any one of the following:

- you may send another proxy card with a later date;
- you may notify Gregg H. Mayer, our vice president, controller and secretary, in writing before the special meeting that you have revoked your proxy; or
- you may attend the special meeting, revoke your proxy, and vote in person, as indicated above.

Who Can Answer Your Questions About Voting Your Shares

If you have any questions about how to vote or direct a vote in respect of your shares of our common stock, you may call Morrow & Co., Inc., our proxy solicitor, at 1-800-607-0088, or Gregg H. Mayer, our vice president, controller and secretary at (212) 641-5000.

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No Additional Matters May Be Presented at the Special Meeting

This special meeting has been called only to consider the approval of the acquisition proposal, the name change amendment, the Article Sixth amendment, the incentive compensation plan proposal and the election of directors. Under our by-laws, other than procedural matters incident to the conduct of the meeting, no other matters may be considered at the special meeting if they are not included in the notice of the meeting. An adjournment or postponement of the special meeting may occur to solicit additional votes if an adjournment proposal is presented and approved.

Conversion Rights

Any of our stockholders holding Public Shares as of the record date who affirmatively votes his or her Public Shares against the acquisition proposal may also demand that we convert such shares into a pro rata portion of the trust account, calculated as of two business days prior to the consummation of the acquisition. If demand is properly made and the acquisition is consummated, we will convert these shares into a pro rata portion of funds deposited in the trust account plus interest, calculated as of such date.

Courtside stockholders who seek to exercise this conversion right (‘‘converting stockholders’’) must affirmatively vote against the acquisition proposal. Abstentions and broker non-votes do not satisfy this requirement. Additionally, holders demanding conversion must deliver their stock certificates (either physically or electronically using Depository Trust Company’s DWAC (Deposit Withdrawal at Custodian) System) to our transfer agent after the meeting. After the meeting, Courtside will send a notice to all stockholders who have elected to convert their Public Shares into cash advising them of the requirement to deliver their shares to the transfer agent, which notice will specify the time period (which will be not less than 20 days from the date of the notice) during which such delivery must be made. Failure of a stockholder who has elected to convert his shares to make timely delivery will result in such stockholder forfeiting his right to receive payment for his Public Shares.

If you hold the shares in street name, you will have to coordinate with your broker to have your shares certificated or delivered electronically. Certificates that have not been tendered (either physically or electronically) in accordance with these procedures will not be converted into cash.

The closing price of our common stock on June 8, 2007 (the record date) was $5.63 and the per-share, pro-rata cash held in the trust account on the record date was approximately $5.663. Prior to exercising conversion rights, stockholders should verify the market price of our common stock as they may receive higher proceeds from the sale of their common stock in the public market than from exercising their conversion rights if the market price per share is higher than the conversion price. We cannot assure our stockholders that they will be able to sell their shares of Courtside common stock in the open market, even if the market price per share is higher than the conversion price stated above, as there may not be sufficient liquidity in our securities when our stockholders wish to sell their shares.

If the holders of at least 2,760,000 or more Public Shares (an amount equal to 20% or more of the Public Shares), vote against the acquisition proposal and properly demand conversion of their shares, we will not be able to consummate the acquisition.

If you exercise your conversion rights, then you will be exchanging your shares of our common stock for cash and will no longer own those shares. You will be entitled to receive cash for these shares only if you affirmatively vote against the acquisition proposal, properly demand conversion, and deliver your stock certificate (either physically or electronically) to our transfer agent after the meeting within the period specified in a notice that you will receive from Courtside, which period will be not less than 20 days after the date of such notice.

Appraisal Rights

Stockholders of Courtside do not have appraisal rights in connection the acquisition under the DGCL.

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Proxy Solicitation Costs

We are soliciting proxies on behalf of our board of directors. This solicitation is being made by mail but also may be made by telephone or in person. We and our directors, officers and employees may also solicit proxies in person, by telephone or by other electronic means.

We have hired Morrow & Co., Inc. to assist in the proxy solicitation process. We will pay Morrow & Co., Inc. a fee of $10,000 plus disbursements. Such fee will be paid with non-trust account funds.

We will ask banks, brokers and other institutions, nominees and fiduciaries to forward its proxy materials to their principals and to obtain their authority to execute proxies and voting instructions. We will reimburse them for their reasonable expenses.

Courtside Inside Stockholders

As of the record date, Richard D. Goldstein, Courtside's chairman of the board and chief executive officer, Bruce M. Greenwald, Courtside's president and a director, Carl D. Harnick, Courtside's vice president and chief financial officer, Gregg H. Mayer, Courtside's vice president, controller and secretary, Dennis H. Leibowitz, Peter R. Haje and Darren M. Sardoff, each a Courtside director, and Oded Aboodi, Courtside's special advisor, and their affiliates, to whom we collectively refer as the Courtside Inside Stockholders, beneficially owned and were entitled to vote 3,000,000 shares (''Original Shares'') or approximately 17.9% of the then outstanding shares of our common stock, which were issued to the Courtside Inside Stockholders prior to Courtside's IPO. In connection with its IPO, Courtside and EarlyBirdCapital, Inc., the representative of the underwriters of the IPO, entered into agreements with each of the Courtside Inside Stockholders pursuant to which each Courtside Inside Stockholder agreed to vote his or its Original Shares on the acquisition proposal in accordance with the majority of the votes cast by the holders of Public Shares. The Courtside Inside Stockholders have also indicated that they intend to vote their Original Shares in favor of all other proposals being presented at the meeting. The Original Shares have no liquidation rights and will be worthless if no business combination is effected by Courtside. In connection with the IPO, the Courtside Inside Stockholders placed their shares issued prior to the IPO in escrow until June 30, 2008.

In addition to their Original Shares, through the record date, Messrs. Goldstein, Greenwald, Aboodi and certain of the affiliates have purchased an aggregate of 1,500,000 shares of Courtside common stock in open market transactions pursuant to separate ‘‘10b5-1’’ plan agreements implemented on May 14, 2007. Each of them intends to vote all such shares in favor of all of the proposals and management’s nominees for election as directors, making the adoption of such proposals more likely.

In addition to such shares of Courtside common stock, Messrs. Goldstein, Greenwald and Aboodi (and entities affiliated or associated with such individuals) also own warrants to purchase an aggregate of 2,400,000 additional shares of Courtside common stock. These Courtside Inside Stockholders have agreed not to sell any of these warrants until after the consummation of a business combination and such warrants will be worthless if no business combination is effected by Courtside.

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THE ACQUISITION PROPOSAL

The discussion in this document of the acquisition and the principal terms of the purchase agreement by and among Courtside, ACN and, for limited purposes, ACN Holding LLC, is subject to, and is qualified in its entirety by reference to, the purchase agreement. A copy of the purchase agreement is attached as Annex A to this proxy statement.

General Description of the Acquisition

On January 24, 2007, Courtside entered into an asset purchase agreement with ACN providing for the purchase by Courtside (or a subsidiary of Courtside to be formed for such purchase) of substantially all of ACN’s assets and the assumption by Courtside (or such subsidiary, without the release of Courtside from its obligations) of certain of ACN’s liabilities. ACN Holding LLC, the sole member of ACN, is also a party to the purchase agreement, solely for limited purposes, and has approved the purchase agreement and the transactions contemplated thereby in accordance with the Delaware Limited Liability Company Act. See the section entitled ‘‘Beneficial Ownership of Securities – Security Ownership of ACN’’ for information concerning the ownership of ACN Holding LLC.

ACN is a community newspaper publisher, having operations within four major U.S. markets – Minneapolis – St. Paul, Dallas, Northern Virginia (suburban Washington, D.C.) and Columbus, Ohio. In these markets, it publishes three daily and 83 weekly newspapers, each serving a specific community, and 14 niche publications, with a combined circulation of approximately 1,386,000 households as of April 30, 2007.

On April 30, 2007, ACN purchased the assets of C.M. Media, Inc.’s publishing and printing divisions that now constitute ACN’s Columbus operations. This acquisition was financed by ACN through additional borrowing from its existing lenders, which include the Bank of Montreal, under a new Term B-1 Loan Facility, with identical terms to its existing Term B Loan, except for a maturity date of December 31, 2007. All of ACN's outstanding indebtedness will be repaid at the closing of the acquisition of ACN. (See the section entitled ''ACN's Management's Discussion and Analysis of Financial Condition and Results of Operations—Indebtedness'' for additional information.) As a result of this acquisition and also because of the anticipated results for the second quarter of 2007, in particular due to such acquisition (see ''Background to the Acquisition,'' below), ACN and Courtside entered into an amendment to the purchase agreement on May 2, 2007, that provided, among other things, for changes in the purchase price that Courtside would pay to ACN for ACN's assets, including those it acquired in the Columbus transaction. The purchase price to be paid by Courtside to ACN in the proposed transaction was decreased by $5,000,000 and was increased dollar for dollar by the purchase price paid by and the capitalized expenses incurred by ACN in connection with its acquisition of the Columbus assets. (See ''Purchase Price,'' below for additional information.) In addition, up to $12,500,000 of the purchase price will be paid in shares of Courtside's existing common stock, which will be valued at $5.70 per share. The number of shares to be issued will not exceed 2,192,982, but will be reduced to the extent ACN or its affiliates purchase shares private transactions. ACN has advised Courtside that neither it nor its affiliates will purchase shares in the open market for such purpose nor has it acquired or had discussions relating to the acquisition of any shares in private transactions. (See ''Payment of Purchase Price,'' below, for additional information.)

Although ACN's first quarter 2007 results were up substantially over the first quarter of 2006 (4.6% in revenues and 19.3% in EBITDA) on a pro forma basis, revenue and EBITDA for ACN's second quarter were estimated to be approximately flat as compared to the 2006 comparable period. The second quarter outlook, not taking into account the effects of the Columbus acquisition, represented a slow-down from the first quarter's performance. (See ''Background of the Acquisition'' below.)

Upon consummation of the acquisition, Eugene M. Carr, ACN's chief executive officer, will become chairman of the board and chief executive officer of Courtside. In connection with the Columbus acquisition, Roy D. Biondi became group publisher of ACN's Columbus operations. Mr. Biondi had previously acted as ACN's group publisher for its Kansas City Region, from December 2004 through December 2005, when those assets were sold and became part of the Greater Kansas City Community Newspaper Group.

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The acquisition is expected to be consummated in the second quarter of 2007, after the required approval by the stockholders of Courtside and the fulfillment of certain other conditions, as discussed herein.

Name; Headquarters; Stock Symbols

After completion of the acquisition:

- the name of Courtside will be American Community Newspapers Inc.;
- the corporate headquarters and principal executive offices of Courtside will be located at 14875 Landmark Boulevard, Suite 110, Dallas, Texas 75254, which are ACN's corporate headquarters; and
- Courtside's common stock, warrants and units (each consisting of one share of common stock and two warrants) will continue to be traded on the American Stock Exchange under the symbols CRB, CRBWS and CRBU, respectively.

Acquisition Consideration

Acquired Assets; Excluded Assets

The purchase agreement provides that Courtside will acquire substantially all of ACN's assets, including those used in the Columbus operations. Although not delineated in the purchase agreement, such acquired assets include owned real property, machinery and equipment, vehicles, inventories, contract rights and intangibles and all other of ACN's assets necessary for the operation of its business. Excluded from the sale are (i) cash and cash equivalents except insurance proceeds in respect of loss or damage to tangible property prior to the closing and not applied to repair or replacement thereof, (ii) ACN's organizational records, (iii) ACN's rights under the purchase agreement, (iv) claims relating to liabilities that are not being assumed by Courtside, (v) accounts receivable, tax, insurance and other refunds which relate to the period prior to the closing and are not included in the calculation of Balance Sheet Working Capital and (vi) books and records relating exclusively to any of the foregoing. Courtside will use funds from its borrowing to provide working capital to replace the cash excluded from the acquired assets. It will also have working capital from accounts receivable that are being acquired. The assets that are not being acquired are not necessary for the continuance of the acquired operations. The exclusions are reflected in the table referenced in note B(i) to the Unaudited Pro Forma Condensed Consolidated Financial Statements. Courtside does not believe that the exclusion of such assets from the transaction will have any material adverse impact upon its ability to operate the acquired business.

Purchase Price

Pursuant to the purchase agreement, Courtside will pay to ACN $203,762,997 plus an amount equal to the working capital of the Columbus operations on April 30, 2007 and ACN's capitalized expenses incurred in connection with its acquisition thereof, for substantially all of ACN's assets at the closing, including those used in ACN's Columbus operations, subject to increase or decrease to the extent that ACN's Balance Sheet Working Capital is greater or less than Target Working Capital. As defined in the purchase agreement, Balance Sheet Working Capital means ACN's working capital (current assets less current liabilities) as derived from a balance sheet for ACN as of the closing date of the acquisition. Target Working Capital is an amount equal to $1,200,000, increased by the amount by which actual paid time off (''PTO'') accruals of ACN as of the closing date are less than $325,000 or decreased by the amount by which actual PTO accruals of ACN as of the closing date are greater than $325,000. As a result of the Columbus acquisition, the Target Working Capital is also to be increased by the amount of any purchase price increase equal to the ''Columbus Adjustment Amount'' described in the following paragraph resulting from adjustments under the purchase agreement for the Columbus acquisition. If the Columbus Adjustment Amount has been finally determined by the closing, the actual amount thereof shall be used in the determination of the Target Working Capital. If it has not been finally determined, the Columbus Adjustment Amount shall be deemed to be $1,886,245. The determination of Balance Sheet Working Capital will be made after the closing of the purchase agreement pursuant to procedures that are described below in the subsection entitled ''Purchase Price Adjustments.''

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The purchase price is also subject to increase to the extent that, at the close of business on April 30, 2007, the accounts receivable, inventory, prepaid expenses and (to the extent ACN or Courtside receives the value thereof after April 30, 2007) deposits of the Columbus operations exceeds the prepaid subscription and advertising deposits and other liabilities of the Columbus operations assumed by ACN (the ''Columbus Adjustment Amount''). At the closing of its acquisition of the Columbus operations, ACN made a preliminary payment of $1,886,245 to the seller in respect of the

Columbus Adjustment Amount. The final determination of the Columbus Adjustment Amount is to be made by ACN and the Columbus seller pursuant to post-closing procedures that are described below in the subsection entitled ‘‘Purchase Price Adjustments.’’ If that determination is made prior to the closing of the ACN-Courtside transaction, Courtside will pay to ACN the actual Columbus Adjustment Amount due to the Columbus seller. If it is made after the closing of the ACN-Courtside transaction, Courtside will pay to ACN $1,886,245 at such closing and, if the actual Columbus Adjustment Amount is greater, will pay to the Columbus seller the excess or, if the Columbus Adjustment Amount is lower, will be entitled to receive the difference from the Columbus seller.

Courtside will also pay to ACN an additional $1,000,000 if ACN’s NCF for 2008 is equal to or greater than $19,000,000, with such payment increasing to $15,000,000, in specified increments, if ACN’s NCF for 2008 equals or exceeds $21,000,000, as follows;

If Combined Company Achieves 2008 NCF of:	Then 2008 NCF Earnout is:
$19,000,000	$1,000,000
19,100,000	1,400,000
19,200,000	1,800,000
19,300,000	2,200,000
19,400,000	2,600,000
19,500,000	3,000,000
19,600,000	3,800,000
19,700,000	4,600,000
19,800,000	5,400,000
19,900,000	6,200,000
20,000,000	7,000,000
20,100,000	7,800,000
20,200,000	8,600,000
20,300,000	9,400,000
20,400,000	10,200,000
20,500,000	11,000,000
20,600,000	11,800,000
20,700,000	12,600,000
20,800,000	13,400,000
20,900,000	14,200,000
21,000,000 and greater	15,000,000

Courtside will also pay to ACN a further $10,000,000 if, during any 20 trading days within any 30 trading day period from the closing of the acquisition through July 7, 2009, the last reported sale price of Courtside common stock exceeds $8.50 per share (equitably adjusted to account for stock combinations, stock splits, stock dividends and the like).

Concurrently with the execution of the purchase agreement, Courtside placed $700,000 in escrow (with Continental Stock Transfer & Trust Company) as a deposit on the purchase price. The deposit will be used to reimburse ACN for its reasonable out-of-pocket expenses if the purchase agreement is terminated because of the failure of Courtside’s stockholders to approve the acquisition or the holders of 20% or more of the Public Shares vote against the acquisition and seek conversion of their shares into a pro-rata portion of Courtside’s trust account, so long as such failure was not the result of a material adverse effect on ACN. The deposit is also payable to ACN as liquidated damages upon termination of the agreement for failure of the acquisition to be consummated by the termination date specified in the purchase agreement as a result of certain uncured breaches by Courtside if, at such time, ACN is not in material breach of its obligations under the purchase agreement. Upon closing of

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the acquisition, the deposit will be applied against payment of the purchase price. The deposit escrow agreement is attached as Annex D hereto. We encourage you to read the deposit escrow agreement in its entirety. See also the section entitled ‘‘The Purchase Agreement – Termination.’’

Determination of NCF

By no later than April 15, 2009, Courtside is required to deliver to ACN Courtside’s audited financial statements for the year ending December 31, 2008, together with its calculation of the NCF, derived from the income statement included in such financial statements. The preparation of the financial information used in the calculation will be prepared by management, some of whom are potential payment beneficiaries, and then will be reviewed by Courtside’s audit committee. If ACN does not dispute such calculation, on the thirtieth day following such delivery, Courtside will pay ACN the amount of additional purchase price consideration associated with such amount of NCF, which will be $1,000,000 if the NCF is at least $19,000,000 and increasing in specified increments to $15,000,000 if the NCF is $21,000,000 or greater. If ACN disputes Courtside’s calculation, it must give notice to Courtside within 15 days after the 2008 audited financial statements are delivered to it. If the parties can’t resolve the disputed matters within 30 days after the dispute notice is delivered to Courtside, such matters will be determined by a recognized independent accounting firm chosen by mutual agreement of ACN and Courtside, whose fees shall be shared equally by ACN and Courtside. Payment of the additional purchase price consideration associated with the independent accounting firm’s determination of NCF shall be made not later than three business days after receipt of such determination by ACN and Courtside.

Assumed Liabilities

Courtside will also assume ACN’s contractual liabilities arising after the closing and other liabilities to the extent such other liabilities are taken into account in the calculation of ACN’s Balance Sheet Working Capital, but in no event will it assume liabilities for indebtedness for borrowed money or capital leases. As a result of ACN’s acquisition of the Columbus operations, ACN has assumed the Columbus seller’s liabilities and obligations arising after the closing of that acquisition under agreements assigned to and assumed by ACN as well as trade accounts payable and accrued expenses that constituted current liabilities and liabilities in respect of deferred subscription revenues and prepaid advertising and liabilities relating to ownership of the purchased assets and operation of the Columbus business from facts or circumstances occurring prior to the closing of that acquisition, to the extent such liabilities were taken into account in the calculation of the working capital adjustment under the Columbus purchase agreement. Pursuant to the terms of the purchase agreement, Courtside will assume such liabilities and obligations from ACN.

Payment of Purchase Price

In payment of the purchase price, Courtside will issue to ACN or its designees shares of its common stock having an aggregate value of up to $12,500,000 and will pay the balance to ACN in cash. The shares issued will be valued at $5.70 per share and the maximum number of shares that may be issued will be 2,192,982. To the extent that ACN or its affiliates purchase up to 2,192,982 shares of Courtside common stock in private transactions with third parties prior to or concurrently with the closing of the transactions contemplated by the purchase agreement, the number of shares that Courtside will issue to ACN and its designees will be reduced share-for-share and the cash component of the purchase price will be increased by $5.70 per share.

ACN and its affiliates will not purchase any shares of Courtside common stock in the open market. ACN and its affiliates presently have no intention of making any purchases of Courtside's common stock in private transactions and have had no discussions with any Courtside stockholder in such regard. If private purchases are made by ACN or its affiliates, such purchases will be made pursuant to contracts that will close concurrently with the consummation of the acquisition and be cancelable if the acquisition does not close. Shares of Courtside common stock issued in payment of the purchase price will be subject to restrictions on transfer for a period of one year following the

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closing of the transactions contemplated by the purchase agreement and the holders thereof will be entitled to demand registration of such shares two times, and to request piggyback registration in the event Courtside intends to register any other shares of its stock (other than in certain limited circumstances), which rights are substantially identical to those granted by Courtside to the Courtside Inside Stockholders. The shares of Courtside common stock that will be issued to ACN and its designees will be delivered at the closing as will payment of the cash portion, representing the balance of the purchase price, less the $700,000 deposit previously made, with $12,500,000 of the cash payment to be placed in escrow pursuant to the escrow and indemnity provisions of the purchase agreement.

Purchase Price Adjustments

At the closing of the ACN acquisition, ACN will deliver to Courtside its estimate of its working capital as of the closing date (the ''Closing Working Capital''). If the Closing Working Capital is greater than the Target Working Capital, the purchase price payable to ACN and the amount to be paid by Courtside at the closing will be increased dollar-for-dollar by the amount of the difference. If the Closing Working Capital is less than the Target Working Capital, the purchase price payable to ACN and the amount to be paid by Courtside at the closing will be decreased dollar-for-dollar by the amount of the difference. Within 45 days following the closing date, Courtside shall prepare and deliver to ACN an unaudited balance sheet of the business acquired from ACN as of the closing date (the ''Closing Balance Sheet'') together with Courtside's calculation of the Closing Working Capital. If ACN does not dispute Courtside's calculation within 15 days after receipt, the parties will make the required payment based upon such calculation. If, within 15 days after delivery by Courtside to ACN of the Closing Balance Sheet, ACN disputes Courtside's calculation of the Balance Sheet Working Capital, and the parties are unable to resolve their differences within 30 days thereafter, the dispute shall be submitted to a recognized independent accounting firm for resolution and such firm's resolution of the disputed items shall be binding on the parties. The fees and disbursements of such firm shall be shared equally by Courtside and ACN.

In calculating the final amount of any payment due with respect to such working capital adjustment, if the Columbus Adjustment Amount has been finally determined, the parties will use that amount. If, at such time, the Columbus Adjustment Amount has not been finally determined, the parties will use $1,886,245 and will make a final adjustment after the Columbus Adjustment Amount has been finally determined as detailed below. The first $400,000 of any payment due to Courtside shall be paid from the $12,500,000 escrow fund and that fund shall be reduced by the amount of such payment.

To determine the Columbus Adjustment Amount, no later than 120 days following the closing of the Columbus acquisition, ACN will prepare and deliver to the Columbus seller a balance sheet of the Columbus business as of April 30, 2007, setting forth its calculation of the purchase price, together with the extent to which the Columbus

Adjustment Amount is more or less than $1,886,245, which was the Columbus seller's estimate of the Columbus Adjustment Amount at April 30, 2007. To the extent the final Columbus Adjustment Amount calculated based on the April 30, 2007 balance sheet is greater than $1,886,245, ACN shall pay the difference to the Columbus seller. To the extent the Columbus Adjustment Amount calculated based on the April 30, 2007 balance sheet is less than $1,885,245,, the Columbus seller shall pay the difference to ACN. If there is a dispute as to what the final purchase price should be, the seller and ACN have agreed to submit the dispute to Ernst & Young LLP for resolution. In addition, to the extent any accounts receivable of the Columbus business that were outstanding on April 30, 2007 remain unpaid at the time the Columbus Adjustment Amount is finally determined, ACN can require the seller of the Columbus business to repurchase them at their face value. If the final determination of the Columbus Adjustment Amount is not made until after the closing of Courtside's acquisition of ACN, Courtside shall pay any amount due to the Columbus seller from ACN and the Columbus seller shall pay to Courtside any amount due to ACN.

Purchase Price Deposit

Concurrently with the execution of the purchase agreement, Courtside placed $700,000 in escrow as a deposit on the purchase price. The deposit will be used to reimburse ACN for its reasonable

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out-of-pocket expenses if the purchase agreement is terminated because of the failure of Courtside's stockholders to approve the acquisition or the holders of 20% or more of the Public Shares vote against the acquisition and seek conversion of their shares into a pro-rata portion of Courtside's trust fund, so long as such failure was not the result of a material adverse effect on ACN. The deposit is also payable to ACN as liquidated damages upon termination of the agreement for failure of the acquisition to be consummated by the termination date specified in the purchase agreement as a result of certain uncured breaches by Courtside if, at such time, ACN is not in material breach of its obligations under the purchase agreement. Upon closing of the acquisition, the deposit will be applied against payment of the purchase price. If the purchase agreement is terminated in circumstances that entitle ACN to reimbursement of its out-of-pocket expenses, it is expected that it will be entitled to receive the full $700,000 and that no part of the deposit will be returned to Courtside.

Indemnification of Courtside

To provide a fund for payment to Courtside with respect to its post-closing rights to indemnification under the purchase agreement for breaches of representations and warranties and covenants by ACN and liabilities not assumed by Courtside, there will be placed in escrow (with Continental Stock Transfer & Trust Company) $12,500,000 of the purchase price payable to ACN at closing. Claims for indemnification may be asserted by Courtside against ACN once its damages exceed $500,000 and will be reimbursable to the extent damages exceed such amount, except that claims made with respect to representations and warranties relating to title to property, employee benefit plans, taxes and environmental matters and claims based on fraud or intentional misconduct and liabilities (to the extent not taken into account in the calculation of Balance Sheet Working Capital) for accounts payable and accrued expenses incurred in the ordinary course of business, employee compensation and benefit payments incurred by ACN in the ordinary course of business and income or other taxes measured or based on ACN's gross income will not be subject to such threshold or deductible. Any monies remaining in the escrow fund on the later of (i) one year from the closing date and (ii) the 45th day after the earlier of (A) the date that Courtside files its Annual Report on Form 10-K for the year ending December 31, 2007 and (B) the date on which Courtside's audited financial statements for such year have been completed, or for such further period as may be required pursuant to the escrow agreement, shall be released to ACN.

However, notwithstanding such release from escrow, ACN shall continue to be responsible to pay Courtside, but not in excess of an amount equal to the funds so released, for established indemnification claims resulting from breaches of ACN’s representations and warranties relating to title to property, employee benefit plans, taxes and environmental matters and claims based on fraud or intentional misconduct and liabilities and made prior to the expiration of the thirtieth day after the respective statutes of limitations applicable to the subject matter of such representations. Any payment due to Courtside as a result of the working capital adjustment described above under ‘‘Purchase Price Adjustments,’’ up to a maximum of $400,000, shall be paid from the funds held in escrow, thus reducing the amount available to pay indemnification claims by the amount of such payment. The escrow agreement is attached as Annex F hereto. We encourage you to read the escrow agreement in its entirety.

ACN and Courtside have also agreed that following Courtside’s acquisition of ACN’s assets, any claims for indemnification in respect of the Columbus operations will only be made by Courtside against the seller under the Columbus purchase agreement and not against ACN under the purchase agreement with Courtside. Under the Columbus purchase agreement, $3,063,410 of the purchase price was placed in escrow with an independent escrow agent to provide ACN with a fund in respect of ACN’s post-closing rights to indemnification under the Columbus purchase agreement for breaches of representations and warranties and covenants of the seller. Any monies remaining in the escrow on April 30, 2008, will be released to the seller. However, notwithstanding such release from escrow, the seller will continue to be responsible to pay ACN for indemnified losses resulting from claims made with respect to representations and warranties relating to title to property, employee benefit plans, taxes and environmental matters and claims based on seller’s specified covenants which are made prior to the expiration of the applicable statute of limitation, but only in an aggregate amount not to exceed the purchase price paid for the Columbus operations (less the amount of any other indemnifiable claims paid).

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Financing Commitments

Courtside has received financing commitments for a total of $152,000,000 from Bank of Montreal, Chicago Branch, and BMO Capital Markets Corporation for funding to provide the balance of the purchase price payable to ACN that won’t be available from funds in its trust account, payment of related transaction expenses and for working capital and general corporate purposes, including acquisitions. Of the funding to be provided pursuant to such commitments, $125,000,000 will be senior secured credit facilities and $27,000,000 will in the form of senior notes of Courtside. Copies of the financing commitments are attached to this proxy statement as Annex L.

Bank of Montreal presently is one of the primary providers of financing to ACN. Courtside has also engaged BMO Capital Markets to assist it in analyzing, structuring, negotiating and effecting the acquisition, to provide financial and general advice as to the consideration to be offered to ACN and to assist in making presentations to Courtside’s board of directors concerning the acquisition, for which it will pay BMO Capital Markets an advisory fee of $250,000 if and when the acquisition is consummated. Courtside has also engaged BMO Capital Markets to assist it in obtaining less costly financing as a substitute for the $27 million of senior notes proposed to be issued at the Courtside holding company level. While the availability or details of such financing have not yet been established, it could consist of straight debt, debt with a payment in kind (PIK) feature, debt that is convertible into Courtside equity securities, other types of debt instruments or a combination of the foregoing. Courtside will pay BMO Capital Markets a fee of 5.0% of the gross proceeds from the sale of any such securities (assuming the securities are sold at par, with the fee reduced proportionately to the extent the securities are sold below par). BMO Capital Markets has contacted a limited number of institutional investors to provide less costly capital at the holding company level and management of ACN and

Courtside have had meetings or conference calls with fewer than 10 such institutional investors. To date, no agreement has been reached with any such investor. It is possible that any alternative financing may consist of, or include, equity instruments that are dilutive of the interests of the Courtside stockholders and the terms of which will not be reviewable by them in connection with the proposed transaction.

The financing commitments are subject to the execution of definitive agreements and other conditions. The purchase agreement contains a representation by Courtside that it has received financing commitments for at least $100,000,000 for the purpose of paying a portion of the purchase price and transaction expenses. However, as Courtside's obligations under the purchase agreement are not conditioned on its ability to obtain financing, if, for any reason, the commitments are not funded, Courtside would be in breach of its obligations under the purchase agreement.

Although Courtside has not discussed or taken steps to undertake an alternative financing to serve as a substitute for the Bank of Montreal senior secured bank financing, Courtside has no reason to believe that the Bank of Montreal financing would not be concluded. The parties have agreed on detailed term sheets and all amortization terms and financial covenants. In addition, the Bank of Montreal and Courtside are endeavoring to use ACN's existing definitive loan documents as the basis for the Courtside loan documentation. The existing ACN lending documentation was fully negotiated among the parties thereto and Courtside believes that the non-financial terms will be highly similar for its financing. In addition, Courtside anticipates that ACN's existing lenders will be providing the majority of the funding of the new lending group, which Courtside expects will facilitate completion of the financing. Courtside believes that including ACN's existing lenders, who have experience with ACN and its management team, in the new lending group and utilizing the existing definitive loan documents will reduce the risk that the financing will not be concluded.

Courtside will incur various fees and expenses (in addition to interest) in connection with the financing commitments and their funding. These include commitment fees on the unused portion of the revolving credit facility, underwriting fees on the senior facilities, purchaser's closing fees on the senior notes, administrative agency fees and reimbursement of out-of-pocket expenses of the various lending parties and their representatives. Such fees and expenses are described in more detail in the discussion below of the terms and conditions of the loan facilities under which Courtside will borrow.

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Senior secured credit facilities

The senior secured credit facilities will consist of a $20,000,000 secured revolving credit facility, a $35,000,000 term A secured loan and a $70,000,000 term B secured loan. The borrower will be Courtside's subsidiary that has been formed to hold and operate the assets acquired from ACN.

The definitive agreements for the senior secured credit facilities will include the following terms and conditions, among others:

Maturity – The revolving credit facility and term loan A will mature on the sixth anniversary of the closing date. Term loan B will mature on the six and one-half year anniversary of the closing date.

Amortization – There will be no amortization on the revolving credit facility. Up to its full amount may be drawn, repaid and reborrowed at any time subject to compliance with the terms of the credit agreement. Amortization of term loan A will commence following a one-year grace period. The term A loan amortization payments will be approximately $1,750,000 in 2008, $3,500,000 in 2009, $5,250,000 in 2010, $6,125,000 in 2011, $7,875,000 in 2012 and $10,500,000 in 2013. Amortization of term loan B will commence following a one-year grace period, at 1.0% per annum ($700,000) with the balance due at maturity.

Security – The bank will receive a perfected first priority security interests in all present and future acquired tangible and intangible assets and stock/ownership interests of Courtside and each of its direct and indirect subsidiaries.

Commitment Fees – 50 basis points (bps) per annum payable on the average daily unused portion of the revolving credit facility.

Interest – Interest on the revolving credit facility and term loan A will be determined according to a leverage-based grid as follows:

Total Leverage (excl pref. stock):	Interest Rate:
Greater than 5.50x	LIBOR plus 300 bps / Base Rate plus 175 bps*
Greater than 4.50x but less than or equal to 5.50x	LIBOR plus 275 bps / Base Rate plus 150 bps
Greater than 3.50x but less than or equal to 4.50x	LIBOR plus 250 bps / Base Rate plus 125 bps
Less than or equal to 3.50x	LIBOR plus 225 bps / Base Rate plus 100 bps

* Fixed at this level for first six months.

Interest on term loan B will be at a rate equal to LIBOR plus 325 bps or Base Rate plus 200 bps, as Courtside may elect from time to time.

LIBOR (London Inter-Bank Offering Rate) means the rate (adjusted for statutory reserve requirements for Eurocurrency liabilities) at which Eurodollar deposits for the appropriate permitted interest period are offered in the interbank Eurodollar market. Base Rate means the higher of the prime rate of interest or the federal funds rate plus 0.5%.

All interest will be calculated based upon a year of 360 days for actual days elapsed and shall be payable at the end of each interest period, but not less than quarterly. After an event of default, interest will accrue at the rate otherwise applicable to Base Rate loans plus 2.00% per annum.

Optional prepayments or commitment reductions – The borrower may prepay the term loans or permanently reduce the unused revolving credit facility commitment at any time without penalty, subject to payment of any LIBOR breakage costs and minimum amounts to be agreed upon.

Mandatory prepayments – Subject to certain exceptions to be agreed upon, the borrower shall prepay the facilities by an amount equal to:

1) 100% of the net proceeds from asset sales (except ordinary course dispositions) and insurance proceeds, net of amounts used to repair or replace property, subject to a one year reinvestment period so long as an Event of Default shall not have occurred;

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2) 100% of the net proceeds from future debt issuances, excluding the facilities and any debt permitted under the credit agreement;
3) 100% of net proceeds from the issuance of equity, except equity issued for a permitted acquisition and in connection with the proposed acquisition; and
4) 50% of the prior year excess cash flow.

Mandatory prepayments will be applied pro rata among the term loan A, and the term loan B according to the actual outstanding principal amounts thereof, and, as to each such loan, pro rata among the remaining installments thereof. Following payment in full of such loans, any remaining mandatory prepayments shall be applied as a repayment of the outstanding revolving credit facility and as a concurrent equivalent permanent reduction thereof.

Interest rate and currency rate protection – Within 90 days after the first quarter end to occur after the closing date, the borrower shall enter into interest rate protection agreements reasonably satisfactory to the Administrative Agent to provide interest rate protection on at least 50% of the facilities for at least 2 years.

Conditions precedent to closing – Customary for transactions of this type, including:

a) satisfactory legal financing documentation, including legal opinions;
b) consummation of the acquisition of the assets of ACN in satisfactory form and substance;
c) maximum pro forma funded total leverage of 6.25x on the closing date;
d) funding of no less than $12,500,000 of mezzanine debt or preferred stock of Courtside upon satisfactory terms and conditions, the proceeds of which will be contributed to the borrower and used to finance the acquisition of the assets of ACN;
e) minimum equity capital contribution to the borrower of no less than $75,000,000 on the closing date, which will be provided by the funds in the trust account;
f) minimum trailing twelve-month pro forma EBITDA (adjusted for the full year effect of public company costs) of $17,100,000 for the month preceding the closing of the Proposed Acquisition for which financial statements of ACN are delivered to the Administrative Agent;
g) the borrower and its subsidiaries shall have no debt or liens other than debt under the facilities and such other debt or liens as the Lenders shall specifically permit, and Courtside shall have no debt or liens other than the mezzanine debt, if any, described herein and such other debt as the Lenders shall specifically permit;
h) satisfaction with the legal, tax, and organizational structure of borrower and its subsidiaries;
i) no material adverse change in the business, assets, condition (financial or otherwise), operations, operating performance or prospects of the borrower and its subsidiaries, or in the financial markets in general;
j) evidence of satisfactory insurance, including casualty, property, liability and business interruption insurance;
k) Arranger's satisfaction with financial projections for the period beginning on the closing date to Maturity;
l) payment of all fees and other amounts payable on the closing date
m) satisfactory employment agreements for Eugene M. Carr and Daniel J. Wilson; and
n) satisfactory key man life insurance of $4,500,000 on Eugene M. Carr.

Conditions precedent to all loans – Usual and customary for transactions of this type, to include without limitation:

- Representations and warranties shall be true and correct in all material respects as of the date of each loan.

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- No default or event of default with the giving of notice or passage of time would constitute an event of default shall exist or result from such loan.
- No material adverse effect.

Representations and warranties – Usual and customary for financings of this type, generally.

Covenants – Usual and customary for financings of this type, including but not limited to the following:

Financial covenants:

(i) total leverage not to exceed 6.75x, decreasing in specified increments to 4.0x in 2012 and thereafter (it being acknowledged that such leverage calculation shall exclude any mezzanine debt of Courtside subject to satisfactory terms, including PIK interest and a maturity date at least six months following the maturity date of the term loan B).

(ii) minimum cash interest coverage of 1.50x through 2008, 1.75x in 2009 and 2.0x in 2010 and thereafter;

(iii) minimum fixed charge coverage of 1.35x.

All financial covenants will be measured quarterly, calculated using EBITDA for the most recently reported LTM period and finalized based upon financial projections covering the period from the closing date to Maturity, including quarterly projections for the first full year of the facilities. Interest expense shall be annualized for the first twelve months.

Other Covenants: Customary restrictions and limitations will apply (subject to customary exceptions to be mutually agreed) to, among other things: changes in the nature of the borrower's and its subsidiaries' business; changes in accounting treatment or reporting practices; sale of assets; mergers, permitted acquisitions, reorganizations and recapitalizations; liens; guarantees; indebtedness; dividends and other distributions; management fees; investments; debt; debt prepayments and modifications of subordinated and other debt instruments; capital expenditures (not to exceed $1.875 million in any year); sale-leasebacks; transactions with affiliates; contingent obligations; joint ventures; use of proceeds; restricted payments; ERISA; and other covenants to be agreed upon. The borrower shall be permitted to pay the earnout to ACN as set forth in the ACN asset purchase agreement so long as no Event of Default shall have occurred and be continuing or shall result from such payment. Customary affirmative covenants will apply, including the reporting requirements described below, payment of taxes, continuation of existence and maintenance of material rights and privileges and compliance with laws.

Reporting Requirements: The borrower shall provide regular unaudited quarterly financial statements, compliance certificates, annual budgets, annual audited financial statements, and other information to the Administrative Agent for distribution to Lenders.

Assignments and participations – Any Lender may grant assignments or participations in all or any portion of its loans or commitments under the facilities. Assignments will be in minimum amounts of $1,000,000 and will be subject to the consent of the Administrative Agent, each such consent not to be unreasonably withheld or delayed. Assignees will have all of the rights and obligations of the assigning Lender.

Any Lender will have the right to sell participations in its rights and obligations under the facilities without prior consent, subject to customary restriction on participants' voting and other rights.

Required lenders – Amendments and waivers of the provisions of the credit agreement and other definitive credit documentation will require the approval of Lenders holding loans and commitments thereunder representing more than 50.1% of the aggregate amount of loans and commitments thereunder; provided, however, that the approval of all of such Lenders shall be required with respect to (i) releases of all or substantially all of the collateral or all or substantially all of the Guarantors, (ii) changes to voting requirements, (iii) increases in the commitment of such Lenders, (iv) reductions of principal, interest, or fees and (v) extensions of times for payment.

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Events of default – Customary for Administrative Agent's loans of this type, including but not limited to the following:

1. Non-payment of principal, interest, or any other obligation when due (subject to a three day grace period for interest and payment obligations other than principal);
2. Cross-default to other debt;
3. Material litigation and/or judgments;
4. Impairment of any security interest or invalidity of any guarantee;
5. Breach of covenant, provided that certain customary affirmative covenants shall include reasonable and customary notice and cure provisions;
6. Voluntary or involuntary bankruptcy;
7. ERISA event; and
8. Change of Control (to be defined).

Yield protection – Yield provisions (i) protecting Lenders against increased costs or loss of yield resulting from changes in reserve, costs or loss of yield resulting from changes in reserve, tax, capital adequacy or other requirements of law and form the imposition of or changes in withholding or other taxes and (ii) indemnifying Lenders for ‘‘breakage costs’’ incurred in connection with the prepayment of a LIBOR loan other than the last day of an interest period in respect thereof.

Expenses – The expenses of the Administrative Agent and the Lead Arranger relating to the syndication, due diligence, and documentation of the transaction, including but not limited to legal fees and the charges of IntraLinks, will be for the account of and paid by the borrower.

Fees – An underwriting fee equal to 1.50% of the aggregate amount of the senior facilities, payable at closing. An additional underwriting fee equal to 0.25% for that portion of the senior facilities not committed by ACN's existing senior facility lending group,also payable at closing. A $25,000 annual administrative agency fee.

Senior notes

Courtside will be the issuer of the senior notes. The definitive agreements for the senior notes will include the following terms and conditions, among others.

Term - Seven years.

Redemption at maturity – Courtside will redeem the notes at their face amount plus any accrued and unpaid interest in respect thereof.

Coupon – The notes will bear interest at a rate of 15.5% per annum and shall be payable in kind, quarterly in arrears.

Purchaser's closing fee – 3.0% of the principal amount to be paid in cash on the closing date.

Security – None, unsecured.

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Optional prepayment – Following the second anniversary of the closing date, Courtside may, at any time, redeem the notes, in whole or in part, at the following prices (expressed as a percentage of the principal amount prepaid), plus accrued and unpaid interest:

Year	Redemption Price
3	103.0%
4	102.0%
5	101.0%
6	Par
7	Par

In the event the aggregate principal amount of the notes decreases to less than $3,000,000, Courtside shall be required to redeem the remaining principal amount of the outstanding notes at the applicable redemption price.

Change of control – In the event that one person or a group of related persons acquires more than 50% of the voting stock of Courtside (other than the current principal shareholders or Courtside's current senior management or trusts created for the benefit of the families of either the principal shareholders or the current senior management), a Change of Control will be deemed to have occurred. In the event of a Change of Control, the Purchaser shall have the right, but not the obligation, to require Courtside to redeem all or any part of the notes at a price equal to 101% of the aggregate principal amount thereof, plus accrued and unpaid interest, if any, to the date of purchase.

Ranking – The notes shall be senior obligations of Courtside.

Documentation – Sale of the notes shall be made pursuant to a note purchase agreement that will contain standard representations and warranties typically found in agreements evidencing securities similar to the notes.

Financial covenants – Courtside subsidiary will not create, incur, assume, guarantee or otherwise become responsible for payment of any indebtedness if, after giving pro forma effect to the incurrence thereof, the ratio of EBITDA to interest would have been at least [to be determined].

Covenants – The agreement will contain affirmative and negative covenants customary for transactions of this type including, without limitation, the following:

- Maintain corporate existence, insurance, property and assets, and all requisite licenses, permits, franchises and other rights.
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Comply with all requirements of law and contractual obligations, including without limitation all applicable environmental laws and regulations and ERISA, payment of taxes and other obligations.

- Limitations on liens, dividends and equity repurchases.

Courtside will not be in violation of the financial or other covenants that will be contained in the financing agreements immediately following the acquisition.

Financial reporting – Courtside will provide: (i) quarterly (unaudited) consolidated financial statements within 45 days after the end of the first three quarterly periods, certified by an authorized officer; (ii) annual (audited) consolidated financial statements within 90 days after the end of each fiscal year; and (iii) quarterly compliance certificates, certified by an authorized officer.

Events of default – Standard events of default typically found in agreements evidencing securities similar to the notes.

Conditions precedent – The agreement will include conditions precedent customary for agreements of this nature and satisfactory to the purchaser, including without limitation:

- Legal documentation satisfactory to the purchaser and Courtside.
- Consummation of the acquisition of the assets of ACN in satisfactory form and substance.

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- Satisfaction with the legal, tax, and organizational structure of Courtside and its subsidiaries.
- No material adverse change in the business, assets, condition (financial or otherwise), operations, operating performance or prospects of Courtside and its subsidiaries, or in the financial markets in general.
- Evidence of satisfactory insurance, including casualty, property, liability and business interruption insurance.
- Purchaser's satisfaction with financial projections for the period beginning on the closing date to maturity.
- Payment of all fees and other amounts payable on the closing date.

Expenses – All reasonable out-of-pocket costs and expenses incurred by the purchaser in connection with the transaction will be for the account of Courtside, whether or not the transaction is consummated.

Additional Financing Requirements

If conversions of Public Shares into cash exceed $4.2 million (5.3% of the Public Shares), we will require additional financing to fund the excess, which could be as much as $11.7 million (above the $4.2 million) if the permitted maximum number of Public Shares are converted. Such additional financing would be in the form of either junior subordinated debt or preferred stock that will not require cash payments until maturity. In Courtside's preliminary conversations with potential lenders to obtain commitments for this amount, it found that lenders were unwilling to make commitments that were conditioned on an event that may not occur. Also, obtaining commitments for funds that may not be required would subject Courtside to additional financing costs, including possible significant pre-payment penalties. Should the need to raise such funds arise for the purpose of funding conversions, Courtside believes that it will be able to obtain financing, although there can be no assurance that it will be the case, on commercially reasonable terms that will be at market for similar types of junior securities, such as subordinated debt or preferred stock. It is anticipated that such financing will provide for non-cash pay (until maturity) securities and may have interest rates or accretion rates (with respect to preferred stock) in excess of the interest rate on the senior notes (as described above under ‘‘Financing Commitments’’) to reflect the junior nature of the securities. If necessary, Messrs Goldstein, Greenwald and Aboodi have indicated to Courtside that they or affiliated persons or entities would provide such financing if the financing could not be obtained from other sources, in which case they would proceed only if the Courtside audit committee separately approved the terms.

In addition, as described above under ‘‘Financing Commitments,’’ Courtside has engaged BMO Capital Markets to assist it in obtaining less costly financing as a substitute for the $27 million of senior notes proposed to be issued at the Courtside holding company level and for which Courtside currently has a commitment. Courtside is seeking $30 million as compared to the $27 million of senior notes. To the extent that Courtside is successful in obtaining such financing, the additional $3 million of junior subordinated debt can be used to fund conversions, equivalent to 3.8% of the Public Shares. BMO Capital Markets has contacted a limited number of institutional investors to provide less costly capital at the holding company level and management of ACN and Courtside have had meetings or conference calls with fewer than 10 such institutional investors. To date, no agreement has been reached with any such investor.

As part of the Bank of Montreal conditions precedent to closing on the senior secured credit facilities (as described above under ‘‘Financing Commitments’’), in connection with the acquisition, Courtside must provide a minimum equity capital contribution to the Courtside subsidiary that will be the borrower of no less than $75 million on the closing date. To satisfy this condition, the Bank of Montreal will allow the proceeds of junior subordinated securities (debt or preferred stock of Courtside), whose terms are satisfactory to the Bank of Montreal, in excess of the amounts necessary to purchase the assets of ACN to be contributed to the borrower as equity capital for purposes of determining the $75 million threshold. To the extent that there are conversions such that the total

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amount in trust less the amount of conversions falls below $75 million, Courtside plans to meet the $75 million threshold requirement by (i) utilizing excess funds of the senior notes (as described above under ‘‘Financing Commitments’’ and in the preceding paragraph) that are not required to purchase the assets of ACN and (ii) raising additional junior subordinated securities (non-cash pay debt or preferred stock), whose terms are satisfactory to the Bank of Montreal (as described above in the preceding paragraphs in this section).

To the extent that Courtside is not able to satisfy this condition to closing on the senior secured credit facilities and thus the Bank of Montreal is not willing to provide the senior secured credit facilities at closing, Courtside would fail to obtain sufficient financing to cover both the purchase price payment and conversion payments as it has not discussed or taken steps to undertake an alternative financing to serve as a substitute for the Bank of Montreal senior secured bank financing. Such failure would cause us to be in breach of our obligations to close under the purchase agreement, in which event ACN would be entitled to receive the entire $700,000 deposit paid by Courtside on the signing of the purchase agreement as liquidated damages. In such event, Courtside will also be required to liquidate as it will not be able to complete a business combination by July 7, 2007.

Advisory Services

In addition to committing to provide the financing that Courtside requires, BMO Capital Markets has acted as an advisor to Courtside in connection with the acquisition. In this capacity, among other things, it assisted Courtside in the formulation of its negotiating strategy (although it did not participate directly in the negotiations), assisted in the financial analysis (comparable companies) utilized by Courtside’s board of directors, provided advice in the overall structuring of the financing and participated in the preparation of investor presentations. The work fee associated with advisory services will be $250,000.

Richard D. Goldstein, chairman of the board and chief executive officer of Courtside, and Bruce M. Greenwald, president and a director of Courtside, have agreed to lend Courtside funds it may require for operations prior to the closing of the acquisition. Such borrowings by Courtside are to be evidenced by unsecured promissory notes bearing interest at 5% per annum payable at the closing. Through June 8, 2007, the record date, loans totaling $342,000 have been made by Messrs. Goldstein and Greenwald.

Employment Agreements

On January 24, 2007. Courtside entered into employment agreements with three of ACN's officers, to be effective upon the closing of the acquisition. Please see the section entitled ''The Director Election Proposal – Employment Agreements'' for the information regarding these agreements, which are attached to this proxy statement as Annexes H, I and J, respectively. We encourage you to read them in their entirely.

Background of the Acquisition

The terms of the purchase agreement are the result of arm's-length negotiations between representatives of Courtside and ACN. The following is a brief discussion of the background of these negotiations, the purchase agreement and related transactions.

Courtside was formed on March 18, 2005 to effect an acquisition, capital stock exchange, asset acquisition or other similar business combination with an operating business. Courtside completed its IPO on July 7, 2005, raising net proceeds, including proceeds from the exercise of the underwriters' over-allotment option, of approximately $75,691,000. Of these net proceeds, $73,764,000 were placed in a trust account immediately following the IPO and, in accordance with Courtside's certificate of incorporation, will be released either upon the consummation of a business combination or upon the liquidation of Courtside. Courtside must liquidate unless it has consummated a business combination by July 7, 2007. As of June 8, 2007, the record date, approximately $78,150,000 was held in deposit in the trust account.

Promptly following Courtside's IPO, we contacted industry executives, investment banking firms, private equity firms, business brokers, consulting firms, legal and accounting firms and numerous business relationships. In that connection, we sent out over 90 letters and multiple emails introducing Courtside and forwarding copies of our IPO prospectus to individuals with whom Courtside management had pre-existing relationships. In the course of drafting these communications in July of 2005, management concluded that they should indicate the approximate size of the businesses they would have interest in pursuing and determined that a suitable range of enterprise values that would be within Courtside's financial capability would be from $100 million to $400 million, which was noted in the letters and emails.

Through these efforts and others, we identified and reviewed information on over 115 companies as possible acquisition candidates. We entered into approximately 40 non-disclosure agreements, a significant majority of which involved entertainment, media and communications companies. In narrowing the search, Courtside considered a number of factors and criteria, including:

- Minimum enterprise value – Was the fair market value of the target business at least 80% of our net assets?
- Credibility of management – Did the executive management have strong industry experience with solid reputations? Did they have the ability to manage a public company and communicate effectively with public shareholders and the financial community? Did the management have experience in integrating acquisitions? Did they have experience managing debt levels and dealing with financial institutions? Did management have a track record of meeting financial targets?
- Credibility of the business model – Could the target business support substantial revenue and/or operating earnings growth? Could the target business serve as a platform for future expansion and could it deploy warrant proceeds in a manner likely to enhance shareholder value?
- Credibility in the financial community – Did the target business have strong existing shareholders and respect in the financial community as evidenced by its banking and commercial relationships?
- Valuation – Would the combined company carry an initial valuation that could make the stock an attractive investment to public market investors? Were there existing public companies that could be viewed as sufficiently comparable to provide investors with meaningful reference points? Were the target business's valuation expectations consistent with Courtside's preliminary assessments?

Our discussions with ACN began in October 2006 but we continued looking at other companies. By the last quarter of 2006, we had determined that a number of companies had fundamentals, including valuation, that met our criteria and expressed seriousness about considering a transaction with us. By December 2006 we had entered into substantive discussions and either provided a detailed term sheet or draft letter of intent to seven companies (excluding ACN):

- In January 2006, we presented a draft letter of intent to a television broadcast company. Discussions ceased with this prospect because the company decided to pursue a competing bid.
- In September 2006, we presented a detailed term sheet to an international film distribution company. We terminated discussions with this company when we encountered delays in receiving timely financial projections and the company informed us it would miss its 2006 operating income projections.
- In September 2006, we presented a detailed term sheet to a consumer products company. While negotiating definitive documentation through the beginning of November 2006, the CEO of the company resigned, we were advised that the company's 2006 results would fall short of original projections and the company decided to pursue an alternative financing.
- In November 2006, we presented a draft letter of intent to a marketing services and software consulting firm. Discussions were terminated when the company decided not to pursue additional outside financing at this time.

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- In November 2006, we presented a draft letter of intent to a digital music company that was subsequently executed by both parties in December 2006. Discussions were suspended when we decided to pursue the ACN transaction on an exclusive basis.
- In December 2006, we presented a draft letter of intent to an early childhood education company. We terminated discussions with this company when we decided to expend all our efforts in pursuing the ACN transaction.
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In December 2006, we presented a draft letter of intent to an industrial packaging company. Discussions ceased with this prospect because the parties could not agree on valuation and other basic parameters of the transaction, and we decided to expend all our efforts in pursuing the ACN transaction.

Courtside's activities in its search for a partner for a business combination were primarily conducted by Richard Goldstein, its and chief executive officer and a director, Bruce Greenwald, its president and a director, and Gregg Mayer, its vice president and controller. They were frequently assisted by Carl Harnick, Courtside's vice president and chief financial officer. The non-executive directors, Dennis Liebowitz, Peter Haje and Darren Sardoff, were kept up-to-date on developments on an almost daily basis by telephone or personal meeting, particularly at times when activity was intense.

In September 2006, Mr. Goldstein discussed business combination opportunities with two persons with whom he had other business associations. During the course of the discussion, they inquired whether he had talked with Bruce Hernandez, the chairman of ACN and a principal of Spire Capital Partners L.P., a private equity firm that is one of the two principal owners of ACN, who was known to them through other business associations of their own. When Mr. Goldstein answered that he had not (other than in connection with another Spire-sponsored company that was in the process of being sold), they suggested that a luncheon be arranged. The luncheon, attended by Mr. Goldstein, Mr. Hernandez and their two mutual business associates, took place on October 3, 2006. At Mr. Goldstein's request, Mr. Hernandez reviewed Spire's portfolio companies. Mr. Goldstein asked for additional information on ACN. Mr. Hernandez made it clear that ACN was not for sale and that any information provided to Courtside would be on a confidential basis.

Messrs. Goldstein and Hernandez also had pre-existing relationships through common investments in private companies – LiveWire Systems (Alpine Equity Partners (''AEP'') affiliated with Mr. Goldstein, in 1999 invested $5 million. Waller Sutton Media Partners (''Waller Sutton''), affiliated with Mr. Hernandez, in 1999 invested $3 million); LiveWire Media (AEP in 1999 invested $750,000; Waller Sutton in 1999 invested $3.3 million); LiveWire Labs (AEP in 1999 invested $1.75 million; Waller Sutton in 1999 invested $500,000); and LiveWire Utilities (AEP in 2000 invested $1 million; Waller Sutton in 2000 invested $6 million). In addition, in 2001 Spire Capital Partners I, affiliated with Mr. Hernandez, invested $15 million in Encoda Systems Holdings, the successor to the operating subsidiary of LiveWire Media. The only contacts prior to October 3, 2006 between Mr. Hernandez and Mr. Goldstein relating to Courtside or SPACS in general occurred in July 2006. Mr. Goldstein called Mr. Hernandez on July 16th about a business to business publishing company owned by Spire that was being sold through an auction process. Mr. Goldstein expressed interest in this company and during the course of the conversation discussed Courtside and then emailed Mr. Hernandez a copy of the Courtside prospectus for his information. Courtside subsequently submitted its indication of interest in this media property by letter dated July 21, 2006. Mr. Goldstein had a follow-up discussion on July 26, 2006 with Mr. Hernandez, in which he continued to express his interest in the publishing property and urged that Courtside be selected to continue to participate in the auction. However, Courtside was not selected to continue to participate in the auction and Mr. Goldstein had follow-up conversations on July 27 and July 28 with Mr. Hernandez concerning that decision, which was not changed.

On October 9, 2006, Mr. Hernandez forwarded Mr. Goldstein an overview of ACN, together with certain financial information, on a confidential basis. After numerous attempts to contact each other, on November 8, 2006, Mr. Goldstein reached Mr. Hernandez by phone and Mr. Goldstein expressed a strong interest in moving forward with ACN, despite Mr. Hernandez's prior statement that ACN was

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not for sale. Mr. Hernandez said he would send updated information on ACN and would sound out ACN management and the other principal owner, Wachovia Capital Partners.

On November 16, 2006, Mr. Hernandez forwarded Courtside updated financial information regarding ACN, on a confidential basis. On November 17, 2006, Mr. Hernandez informed Mr. Goldstein that ACN could be interested in a transaction if the terms were right and that, if any deal were to move ahead, the transaction would have to be for all or substantially all cash. Mr. Hernandez reported that he had preliminary discussions with Wachovia and senior management of ACN and that both had expressed some interest in pursuing a transaction on this basis.

On November 21, 2006, there was a conference call with Walker Simmons from Wachovia, Mr. Hernandez, Mr. Goldstein, Bruce M. Greenwald, president of Courtside and Gregg H. Mayer, vice president, controller and secretary of Courtside. The discussions dealt with ACN's business, performance and the ability to finance a cash transaction

On November 22, 2006, Mr. Goldstein spoke to Mr. Gene M. Carr, CEO of ACN, to schedule a meeting at ACN's corporate headquarters in Dallas, Texas. On November 28, 2006, Courtside and ACN entered into a customary non-disclosure agreement (dated November 22, 2006) in anticipation of Courtside's trip to Dallas on November 29, 2006.

On November 29, 2006, Messrs. Goldstein, Greenwald and Mayer met with Messrs. Carr and Daniel J. Wilson in Texas. Messrs. Carr and Wilson made a presentation during the day on ACN and the Courtside officers visited the facilities. On November 30, 2006, Mr. Goldstein called Mr. Hernandez with positive feedback on the meeting with management and informed Mr. Hernandez that a draft letter of intent would be forthcoming.

During the time period during which it was considering ACN, Courtside management had informal discussions with its board concerning ACN and its business, reviewed information on comparable public companies and spoke with industry contacts about the quality of ACN management. Although the negotiations regarding the letter of intent occurred during the last few months of the 18-month period during which Courtside was obligated to enter into a letter of intent to avoid being required to liquidate under the terms of its certificate of incorporation, Courtside's directors and other management do not feel that the resulting time pressure caused them to make any material changes in their negotiation position or strategy or had any other adverse impact upon the terms they negotiated with ACN.

On December 4, 2006, Mr. Goldstein sent Mr. Hernandez a draft letter of intent providing, among other things, for (i) a proposed purchase price of $150 million payable at closing with contingent consideration of up to another $50 million depending on newspaper cash flow in 2007 and 2008; (ii) senior management to remain with ACN under employment agreements; (iii) a 45 day ''no-shop'' clause; (iv) ACN to waive any claim against Courtside's trust account; and (v) an escrow fund of $15 million for indemnity claims.

On December 5, 2006, Mr. Hernandez expressed to Mr. Goldstein his disappointment with the structuring of the cash consideration and the length of the contingent consideration period. He said he would share the letter of intent with the other owners (including senior management of ACN) and report back to Courtside.

On December 6, 2006, Mr. Hernandez told Mr. Goldstein that he would support a transaction of $155 million in cash at closing plus contingent consideration up to an additional $40 million in cash all based upon 2007 newspaper cash flow.

On December 7, 2006, Mr. Goldstein informed Mr. Hernandez that Courtside was prepared to pay $165 million in cash at closing without any contingent consideration. Mr. Hernandez replied that he needed additional contingent consideration to make the deal possible.

On December 11, 2006, Mr. Goldstein told Mr. Hernandez that the deal could get done at $165 million and that any additional consideration must be based on 2008 newspaper cash flow to demonstrate continued significant growth in the business which is the premise of the acquisition. Mr. Carr also sent Courtside the 2007 budget on that date.

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On December 11, 2006, Messrs. Goldstein and Greenwald also met with representatives of BMO Capital Markets regarding the transaction and their willingness to finance the debt portion of the capital structure. Bank of Montreal, the parent of BMO Capital Markets and a principal lender to ACN, indicated its willingness (subject to corporate approvals) to underwrite the debt portion of the transaction. BMO Capital Markets also assisted Courtside in crafting a contingent consideration proposal based on 2008 newspaper cash flow.

On December 12, 2006, Mr. Goldstein forwarded a revised letter of intent to Mr. Hernandez with a purchase price payable at closing of $165 million; contingent consideration of up to an additional $15 million based on 2008 newspaper cash flow (giving effect to acquisitions); an escrow fund of $12.5 million for indemnity claims; and otherwise similar to the December 4th draft letter of intent.

On December 13, 2006, Mr. Goldstein and Mr. Hernandez spoke about the meeting with BMO Capital Markets and the revised letter of intent. Mr. Hernandez said that basing the additional newspaper cash flow payment on 2008, rather than 2007, was satisfactory but that he needed further consideration to agree to the deal. Mr. Goldstein replied the only additional consideration that he could offer would be tied to the exercise of Courtside's warrants, which are exercisable at $5.00 per share. Mr. Goldstein suggested that, if Courtside common stock traded at or above $8.50 a share for a specific period (which would enable Courtside to call for the redemption of the warrants and thus induce holders to exercise them), Courtside would be willing to provide additional contingent consideration of $10 million (since it could be expected that warrant proceeds of up to over $120 million would be received at that time).

On December 14, 2006, Mr. Hernandez reported to Courtside that the ACN ownership group was supportive of a transaction but he needed to have conversations with EarlyBirdCapital to discuss its view of the transaction and its judgment on the receptivity of the Courtside stockholders to the transaction and with BMO Capital Markets regarding the financing of the transaction. Mr. Hernandez noted that the survival period for representations and warranties should be after the receipt of the 2007 audited financial statements. Mr. Goldstein replied that the survival period should be the greater of one year or 45 days after the 2007 audited financial statements were available. Mr. Hernandez agreed with this suggestion. Mr. Hernandez then introduced the concept of a down payment of up to $1 million to reimburse ACN for its expenses if the deal were voted down by Courtside stockholders or as liquidated damages if Courtside defaulted under the acquisition agreement. Mr. Goldstein took objection to this proposal. On the same day, Mr. Goldstein forwarded Mr. Hernandez a revised draft of the letter of intent with the additional contingent consideration of $10 million based on Courtside common stock trading above $8.50 per share for a specified period, an indemnity period consistent with Mr. Goldstein's suggestion and a provision providing that Courtside would be responsible for certain incremental expenses incurred by ACN as a result of the acquisition. Mr. Goldstein also told Mr. Hernandez that, in the unlikely event the Courtside stockholders did not approve the deal, he and Mr. Greenwald wanted an option exercisable following a negative stockholder vote in exchange for a payment of $5 million to purchase ACN on the same terms as Courtside (with appropriate modifications as a result of the purchasing entity not being a public company).

On December 15, 2006, Mr. Hernandez suggested the deal be structured as a purchase of LLC interests rather than an asset transaction. Mr. Goldstein resisted because of the potential exposure to undisclosed liabilities. Mr. Hernandez subsequently agreed to the asset purchase deal structure. Mr. Goldstein then emphasized the practical difficulties associated with a $1 million down payment requirement.

On December 18, 2006, counsel to ACN sent to Courtside a revised letter of intent with a $1 million down payment; a ‘‘deductible’’ for indemnity claims of $750,000; Courtside being responsible for any Hart-Scott Rodino filing fee; the cost of any additional audit or accounting work required as a result of Courtside being a public company to be paid by Courtside; and otherwise on the same basic terms as the December 14th draft letter of intent. Various discussions followed during which a $700,000 down payment was agreed to and the ‘‘deductible’’ was reduced to $500,000 (with customary exceptions). The letter of intent dated December 18, 2006 was then executed by the parties.

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On December 20, 2006 Courtside held a board meeting, at which the terms of the letter of intent were approved and the actions of the officers in executing and delivering the letter of intent were ratified. The principal terms of the letter of intent approved by the board provided for (i) a cash purchase price of $165,000,000, of which $700,000 would be paid as a deposit at the time of executive of the definitive purchase agreement; (ii) additional consideration of $1,000,000 if 2008 NCF was at least $19,000,000, increasing in specified increments to $15,000,000 if 2008 NCF was $21,000,000 or more; (iii) additional consideration of $10,000,000 if the reported last sale price of Courtside’s common stock exceeds $8.50 for any 20 trading days within a 30 day trading period from the closing date through July 7, 2009; (iv) Messrs. Carr, Wilson and Coolman to serve as chief executive officer, chief financial officer and group publisher of Courtside after the acquisition and (v) an indemnity escrow fund of $12,500,000, subject to a $500,000 basket and deductible. The letter of intent also stated, among other things, that the definitive agreement would include customary representations and warranties, covenants and conditions and contained a waiver by ACN of its right to seek recourse against funds in the trust account for any reason whatsoever.

At the December 20 meeting, the engagement of Capitalink L.C. to render a fairness opinion was approved, as were the engagement of Graubard Miller (legal counsel), Ernst & Young LLP (financial due diligence) and BMO Capital Markets (financial advisor).

On the evening of December 20, 2006 Messrs. Goldstein and Greenwald met with Messrs. Carr, Wilson and Coolman. On December 21st, Messrs. Goldstein and Greenwald visited the Minneapolis offices of ACN and its production facilities.

On December 22, 2006, Courtside retained Capitalink and on January 2, 2007, it retained Ernst & Young. Ernst & Young was engaged to perform limited due diligence services regarding ACN’s historical financial statements, which had been audited by Grant Thornton LLP. The scope of Ernst & Young’s work was set at the direction of Courtside and consisted of reading Grant Thornton’s audit workpapers related to ACN’s audited financial statements, inquiries related to accounting policies and procedures and balance sheet and profit and loss trend analysis. The purpose of the review was to assist Courtside in its due diligence.

During the period following the signing of the letter of intent, our attorneys prepared a draft of the purchase agreement and drafts of the other transaction documentation. These were submitted to ACN and its attorneys and other representatives and were revised a number of times through the course of the negotiations among the parties and their counsel, which took place by personal meetings, email and teleconference over a period of about four weeks. Drafts prepared by our counsel, and those received from ACN’s counsel, were reviewed by our executive officers and discussed with our directors, as appropriate.

No substantive revisions to the terms contained in the letter of intent were made during the course of negotiations over the definitive transaction documents. The major negotiating issues arose from translating the broad language in the letter of intent into definitive contractual provisions, particularly with respect to the definitions of working capital and newspaper cash flow and the terms of the employment agreements for Messrs. Carr, Wilson and Coolman. Other issues addressed during this period included the terms of the non-solicitation provisions and the conditional option to be granted to Messrs. Goldstein and Greenwald.

The discussions over the terms of the employment agreements were largely conducted by Messrs. Goldstein, Greenwald and Carr. In addition to a number of telephonic discussions, a meeting in Virginia on January 18, 2007 covered this topic as well. The terms of the current agreements between ACN and Messrs. Carr, Wilson and Coolman were known to Courtside through its due diligence investigations. It was agreed that the executives would receive salaries higher than those they were receiving from ACN because of the additional responsibilities they would have as executives of a public company and an anticipated increase in the time they would need to spend on integrating recent and future acquisitions. It was also agreed that these executives and other members of management should be entitled to participate in an equity incentive plan that Courtside would establish, with the total number of awards under the plan for management to be no greater than 10% of Courtside's then-outstanding common stock (16,800,000) shares. A plan providing for awards with

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respect to 1,650,000 shares for management awards and awards with respect to 100,000 shares for non-executive directors was finally agreed upon, with Messrs. Carr, Wilson and Coolman to receive, at the closing of the acquisition, options to purchase 544,500, 330,000 and 247,500 shares, respectively, of Courtside common stock. The options to be granted to Messrs. Carr, Wilson and Coolman will have an exercise price equal to the last sale price of the Courtside common stock on the closing date. It was further agreed that provisions regarding duties and responsibilities, health insurance and other benefits, non-competition, termination and severance arrangements, confidentiality and other matters would generally be along the lines of the executives' current employment agreements with ACN. See the section entitled ''The Purchase Agreement – Employment Agreements'' for a more detailed description of the terms of the employment agreements. By the middle of January 2007, the parties had reached substantial agreement on all significant issues on the documentation and we scheduled a formal meeting of our board of directors to consider the proposed transaction.

Our board met for such purpose on January 22, 2007, at which time all of our directors were present in person, as were Carl Harnick, our vice president and chief financial officer, and Gregg Mayer, our vice president, controller and secretary. Also present in person were Eugene M. Carr and Daniel J. Wilson of ACN, Andrew Buchholtz and Anissa Kelly of BMO Capital Markets, Steven Levine of EarlyBirdCapital, Lorraine Jackson, our assistant secretary and counsel, and Noah Scooler of Graubard Miller, our counsel. Present by conference telephone were Scott Salpeter and Kathy Welker of Capitalink and David Alan Miller and Jeffrey Gallant of Graubard Miller.

Prior to the meeting, near-final drafts of all of the significant transaction documents were distributed to the directors, as well as copies of a draft presentation prepared by Capitalink, a draft of Capitalink's proposed opinion and a draft of Ernst & Young's financial due diligence findings. Copies of commitment letters with the Bank of Montreal regarding the acquisition financing were also provided to the directors.

After opening remarks and general discussion by Mr. Goldstein as to ACN and the other companies considered by us in the search for a business combination target, Messrs. Carr and Wilson gave a presentation about ACN, its history and business, which included a slide presentation, after which they left the meeting. The presentation by Messrs. Carr and Wilson included information based on ACN's 2007 budget and projections, which had previously been given to the directors and also to Capitalink, but including updated information based on actual December 2006 results which had not been previously provided to the directors or Capitalink. Such information was premised on ACN having organic growth only, without further acquisitions. Also included in the presentation was a comparable company valuation analysis prepared by Courtside in conjunction with BMO Capital Markets, a copy of which is appended to this proxy statement as Annex K.

Further discussion among those present followed, after which Mr. Greenwald gave a summary of the financial due diligence performed by Ernst & Young. Mr. Salpeter and Ms. Welker of Capitalink then made a telephonic presentation of their review of ACN, during which they advised the board that Capitalink was of the opinion that the aggregate consideration was fair to our stockholders from a financial point of view and that the fair market value of ACN is at least 80% of our net assets. During the course of their presentation, Mr. Salpeter and Ms. Welker discussed at length with the board the different financial analyses performed by Capitalink and the manner by which Capitalink had arrived at its opinion. For a more detailed description of the Capitalink opinion, see the section entitled ''The Acquisition Proposal – Fairness Opinion.''

After Mr. Salpeter and Ms. Welker finished their presentation and responded to questions by members of the board, they left the meeting. The other persons not associated with Courtside left the meeting shortly thereafter, other than counsel. After considerable further review and discussion by the board, the purchase agreement and related documents were unanimously approved, subject to final negotiations and modifications, and the board determined to recommend approval of the purchase agreement and the other proposals to be presented to the stockholders at the special meeting. No other presentations or reports were prepared by our management or others or made at the board meeting or prior thereto. The due diligence summaries prepared by our attorneys, and reviewed by our officers earlier, were not presented to the meeting but were generally discussed.

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Capitalink furnished its signed opinion on January 22, 2007. On January 23, 2007, the parties and their counsel met at ACN's counsel's offices and finalized the documentation. The purchase agreement was signed on January 24, 2007. Promptly thereafter, Courtside issued a press release announcing the execution of the purchase agreement and containing the terms of the purchase agreement and other information about the parties. A Current Report on Form 8-K reporting the signing of the purchase agreement and containing a presentation substantially similar to that made by Messrs. Carr and Wilson at the board meeting and an amendment thereto containing the remaining exhibits were both filed on January 25, 2007.

During the course of the negotiations with ACN, Courtside was informed of the possibility of the Columbus acquisition and, at the request of ACN, at the time the purchase agreement was signed on January 24, 2007, Courtside indicated that the terms set forth in the non-binding expression of interest between ACN and the Columbus owner would be satisfactory to it if the Columbus transaction were to proceed. Subsequent to the signing, Courtside was kept abreast of the status of the discussions with the Columbus principals and was provided with information about such operations that ACN acquired in the course of its due diligence and negotiations, although it was advised by ACN management that, while negotiations were in progress, ACN had yet to complete its due diligence or financing arrangements and that it was not fully confident that the Columbus owner was, in fact, prepared to sell the business. Courtside was not involved in the ongoing negotiations with the Columbus principals and did not conduct its own due diligence with respect to the Columbus purchase, with respect to which it relied upon ACN. In early to mid April, however, ACN informed Courtside that, in its view, the Columbus transaction was likely to be consummated, with a proposed closing date on or about April 30, 2007. Had the Columbus operations been acquired by ACN on January 1, 2006, ACN's 2006 revenues would have been increased by $23.3 million (44.5%) and its assets at December 31, 2006 would have been increased by $45.6 million (47.6%).

On April 16, 2007, Courtside retained Capitalink to issue a new fairness opinion to give effect to the Columbus transaction and initiated discussions with BMO Capital Markets regarding the necessary revisions of its commitment letters to take into account the additional financing required by the transaction. Courtside also scheduled a Board meeting for Friday, April 27, 2007 to review the proposed Columbus transaction and its impact on the Courtside-ACN transaction, to formally approve the final terms of the Columbus acquisition by ACN and to consider certain related matters.

In preparation for the Board meeting, Courtside officials spoke to Eugene M. Carr and Daniel J. Wilson on the night of April 24th to get an update on the status of the Columbus transaction and to discuss with Messrs. Carr and Wilson a presentation that they would make to the Courtside board. During this discussion, Courtside was informed that, although ACN's first quarter 2007 results were up substantially over first quarter 2006 (4.6% in revenues and 19.3% in EBITDA) on a pro forma basis, revenue and EBITDA for ACN's second quarter were estimated to be approximately flat as compared to the 2006 comparable period.

On April 25, 2007, Mr. Goldstein contacted Messrs. Haje, Leibowitz and Sardoff and informed them of ACN's first quarter results and the expected results for the second quarter. Also on April 25th, Messrs. Goldstein, Greenwald and Mayer met with Mr. Hernandez to discuss the anticipated second quarter shortfall and the possible ramifications on the transaction. The meeting concluded with Mr. Hernandez stating that he would discuss with his colleagues the situation and that he would try to get back to Courtside the next day (April 26) with any proposed modification to the ACN-Courtside transaction. Mr. Hernandez spoke with Mr. Goldstein and Mr. Greenwald on the 26th and offered to change the consideration from all cash (approximately $165 million if Columbus did not close or approximately $209 million if the Columbus transaction were to close, each amount subject to working capital adjustments) to cash and $10 million in stock, with senior ACN management participating in the stock consideration (Carr $500,000; Wilson $350,000 and Coolman $150,000). Subsequently, on that day, Mr. Goldstein suggested to Mr. Hernandez that the stock portion of the purchase price be increased to $15 million (with the possibility of some shares being acquired in the market), that $10 to $15 million of the cash purchase price be tied to a 2007 earn-out and the 2008 earn-out thresholds be increased by $2 to 2.5 million. Mr. Hernandez responded that he would talk to his colleagues but that he was not optimistic about any substantive changes other then retaining an equity interest in the

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public company because of his (and his colleagues) high level of confidence in ACN's business and its management. Mr. Goldstein emphasized that in light of the expected second quarter results the transaction required additional modifications.

The Board meeting on April 27, 2007, was attended, in person or by conference telephone, by all of Courtside's directors, Oded Aboodi, Courtside's special advisor, Carl Harnick, Gregg Mayer and Lorraine Jackson, officers of Courtside, David Miller and Noah Scooler, counsel to Courtside, Eugene M. Carr and Daniel J. Wilson of ACN and Dominic Petito, Andrew Buchholtz and Anissa Kelly of BMO Capital Markets. After attention to certain corporate matters by the Board, Messrs. Carr and Wilson presented the current status of ACN's operations, with emphasis on the first quarter results and the outlook for the balance of 2007. Increases in revenue and EBITDA for the first quarter and a flat second quarter were noted and reviewed. Mr. Carr reported that the second quarter outlook, not taking into account the effects of the Columbus acquisition, represented a slow-down from the first quarter's performance. ACN forecasted 2007 second quarter financial results to be approximately flat with 2006 second quarter levels. The forecast was reflective of certain non-recurring events, including:

- Adverse weather conditions in April – Due to unusually frigid weather in Minneapolis-St. Paul and Northern Virginia in April, advertising from professional services customers (landscape, fencing, carpentry, home improvement) was delayed. With the approach of summer, these advertisers have now started their typical advertising campaigns but ACN will not recover past losses.
- Easter advertising and timing – Due to the timing of the Easter holiday occurring in early April in 2007, a portion of ACN's Easter holiday advertising dollars moved into the first quarter of 2007, which helped to bolster the strong revenue and EBITDA growth of 4.6% and 19.3%, respectively, in the first quarter of 2007. In addition, the second quarter 2006 reporting period for the Amendment One cluster had one additional week than the second quarter period of 2007.
- Loss of certain customer advertising programs – In the second quarter of 2006, ACN benefited from certain one time customer advertising campaigns (in the telecommunications and computer sector) that were not repeated in the second quarter of 2007. ACN management has launched a new business development initiative to increase national account revenue and increase frequency-type discounts, which will encourage longer advertising programs.
- Weakness in real estate market advertising – The recent slowdown in the real estate market in Loudoun County and the Minneapolis-St. Paul markets resulted in a slight slowdown in advertising spending from realtors. ACN management continues to execute initiatives to diversify the advertising bases of the Northern Virginia and Minneapolis-St. Paul cluster. ACN management expects this softness to continue through the 3rd quarter of 2007.

Mr. Wilson proceeded with a presentation of the proposed purchase of the Columbus operation, which was scheduled to close during the following week. He discussed the assets (a monthly glossy magazine, twenty-two weekly community newspapers, and a niche publishing company – all currently operating as three individual companies); the ability to integrate the companies and the impact on revenue and expenses; the structure of the deal (a purchase price of $44 million cash plus working capital); the terms of an employment agreement with the principal owner ($60,000 annually for a twenty hour week); and the leasing of the current space of approximately 82,000 sq. ft. (which includes printing facilities with computer-to-plate technology) for $5.00/sq. ft. with a five year term and 2 five year options to renew (with the expectation of subleasing excess space after integration). Mr. Carr also indicated that ACN expected to shortly conclude negotiations with a new group publisher for the Columbus cluster, who is expected to start June 1 and who had previously worked successfully with Messrs. Carr and Wilson. At this point, Messrs. Carr and Wilson then left the meeting.

Mr. Goldstein discussed the status of financing for the ACN transaction and efforts to obtain concessions in Courtside's proposed transaction with ACN because of the April weakness and anticipated results for the second quarter. The meeting adjourned so the officers could continue their negotiations with ACN. It was agreed that it would be resumed no later than May 2, 2007.

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After the Board meeting on April 27, 2007, Mr. Goldstein and Mr. Greenwald spoke with Mr. Hernandez. Mr. Hernandez rejected any change to the 2008 earn-out formula and stated that a 2007 earn-out would make the transaction overly complicated. He then stated ACN would agree to a $5 million reduction in the cash purchase price. He then stated that ACN would agree to a $5 million reduction in the cash price. He also stated that ACN would agree to take $10 million of the purchase price in shares of Courtside common stock, with such $10 million stock amount reduced, and the cash portion equally increased, to the extent that ACN or its affiliates purchase shares of Courtside common stock in the open market or in private transactions at or prior to closing. After discussing Courtside's other suggestions, the parties agreed to speak again over the weekend.

On Saturday, April 28, 2007, Messrs. Hernandez, Goldstein, Greenwald and Mayer spoke, during which conversation Courtside tried to further reduce the cash purchase price to a total of $7.5 to $8 million and to increase the stock portion of the consideration to $15 million. Mr. Hernandez responded that $5 million was the highest purchase price reduction that would be agreed to by ACN, but would take under advisement increasing the stock portion of the total consideration above $10 million. On Sunday, April 29, Mr. Hernandez left a message for Mr. Goldstein that ACN would agree to increase the stock portion of the purchase price to $12.5 million.

On Monday, April 30, Mr. Goldstein spoke to Mr. Hernandez and stated that he, Mr. Greenwald and the other officers of Courtside would recommend the revised transaction to the Courtside Board at the continuation of its April 27th Board Meeting scheduled to be held on Wednesday, May 2.

The Board meeting that was adjourned on April 27, 2007, was reconvened on May 2, 2007. Present in person or by conference telephone were all of the directors, Messrs. Aboodi and Mayer and Ms. Jackson, Mr. Scooler, Mr. Petito and Ms. Kelly, all of whom were present at the initial session of the meeting. Scott Salpeter and Kathy Welker of Capitalink were present by invitation and participated by conference telephone.

Mr. Goldstein opened the meeting by summarizing the matters discussed at the initial session of the meeting. He then advised the meeting that the Columbus transaction was closed on April 30 and discussed the terms of the agreement that had been reached with ACN regarding the changes in the terms of the transaction. The basic terms of such agreement provided that the previously agreed purchase price for ACN's assets of $165 million would be reduced by $5 million, that the purchase price would be increased by the amount ACN paid for the Columbus operations and that up to $12.5 million of the purchase price would be paid by the issuance of Courtside common stock valued at $5.70 per share, with the actual number of shares to be reduced, and the cash portion concomitantly increased, by the number of shares of Courtside common stock that ACN and its affiliates purchase on the open market or in private transactions through the time of the closing.

Mr. Salpeter and Ms. Welker then made a presentation of the matters they considered and the conclusions reached by Capitalink in arriving at its opinion. Mr. Salpeter noted that the analysis and methodology were substantially similar to the presentation given at the January 22 Board meeting, with December 2006 and the first four months of 2007 now reflecting actual results and with the Columbus transaction reflected.

Mr. Salpeter reviewed the general nature of Capitalink's presentation, noting that it contained distinct sections addressing the various analytical comparisons made by Capitalink as well as an overall valuation. He then described the matters reviewed and considered by Capitalink in arriving at its opinion.

Mr. Salpeter continued with an overview of the transaction, including the consideration to be issued by Courtside to ACN, taking into account the changes to be effected by the proposed amendment to the purchase agreement that had been described by Mr. Goldstein. He then discussed the financial overview that was included in Capitalink's presentation, which was followed by a review of the three different valuation analyses used by Capitalink – comparable company analysis, comparable transaction analysis and discounted cash flow analysis and then discussed the three analyses in detail, which are described in the section entitled ''The Acquisition Proposal – Fairness Opinion.''

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Mr. Salpeter then stated Capitalink's conclusions – that the proposed acquisition consideration is fair, from a financial point of view, to Courtside's stockholders and that the requirement that the fair market value of ACN be equal to at least 80% of the value of Courtside's net assets (the ''80% test'') would be fulfilled. After responding to some questions from members of the Board, Mr. Salpeter and Ms. Welker left the meeting.

Mr. Goldstein summarized again the terms of the Columbus transaction. Mr. Mayer then distributed a comparable company analysis that Courtside had prepared with the assistance of BMO Capital Markets, which was reviewed with the Board and is included in Annex K to this proxy statement.

The Board then reviewed the material provisions of the proposed amendment to the purchase agreement, copies of which had been previously distributed. Among the matters addressed were the adjusted purchase price and an allocation of any Hart-Scott-Rodino filing fee; the decrease in the stock component and increase in the cash component to the same extent; that no matters arising out of ACN's purchase agreement with Columbus shall be considered in connection with the representations and warranties of ACN in the purchase agreement for purposes of disclosure or determining whether or not there has been a breach; that indemnification provisions of the purchase agreement shall not apply to matters arising out of the Columbus transaction and the only remedies available following the closing shall be those set forth in the Columbus agreement; the extension of the date by which the transaction with ACN must be completed to July 7, 2007; and the terms of a lock-up and registration rights that would apply to the shares of Courtside common stock issued in the transaction. Mr. Goldstein noted that Courtside, as assignee of the Columbus agreement, would have the benefit of the Columbus owner's representations and warranties and that there is an approximate $3 million in escrow for indemnification claims with the general survivability period extending until April 30, 2008. After further discussion during which the Board reviewed and reconsidered the factors they had previously considered in determining to do the transaction with ACN, the Board approved the terms of the amendment to the purchase agreement, which was signed by the parties on May 2, 2002. On May 3, 2007, Courtside issued a press release announcing the signing of the amendment and describing the Columbus transaction and subsequently filed a Current Report on Form 8-K to the same effect. A copy of the amendment is included in Annex A to this proxy statement.

On June 11, 2007, ACN, by letter to Courtside, confirmed that (i) in the event the purchase agreement is terminated in circumstances that would permit ACN to receive the $700,000 as liquidated damages, receipt thereof would be the only recourse it would have against Courtside for damages and that it will make no other claims against Courtside or the trust account in connection with such termination and (ii) that it would not make any purchases of Courtside common stock in the open market but would only acquire such stock in privately negotiated transactions.

Experience of Courtside's Board of Directors

Our executive officers and members of our board of directors are very experienced in business and financial matters and we believe that they are capable of applying sophisticated judgment to financial projections and other financial information, as well as to management capabilities and other business factors. Biographical information about our directors, who have extensive experience (particularly in mergers, acquisitions and other business transactions) with eminent investment banking firms, other financial institutions, national accounting firms or law firms, and high-level executive experience with the world's largest media company, is included in the section entitled ''Directors and Executive Officers of Courtside Following the Acquisition.'' Carl Harnick, our vice president and chief financial officer, was a partner for more than 30 years with Ernst & Young (and its predecessor firm, Arthur Young &

Company). Gregg Mayer, our vice president, controller and secretary, prior to joining Alpine Capital LLC and its affiliated companies in 1998, was an investment banking analyst for Dillon Read & Co. Our executive officers and directors thus provide the extensive financial analysis, technical and due diligence investigation skills of the types necessary to evaluate ACN and the industry in which it operates.

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Factors Considered by Courtside's Board of Directors

Our board of directors has concluded that now is the proper time to acquire ACN. On an overall basis, the following factors were critical to our decisions at both our January 22nd and May 2nd board meetings:

- The existence of a viable and sustainable business model. The board concluded that ACN had such a business model based on its operating history and recent trends and its successful history of sourcing and integrating acquisitions. The board also concluded that the capital and time needed to continue profitability and to increase it were within the scope and expectations of Courtside's stockholders.
- The quality of management and financial backers. During the course of the negotiations and investigations by Courtside, our board met with key members of ACN's management team and reviewed their prior employment histories. Collectively, the senior management of ACN has over 80 years of experience in the community newspaper business. The board was also aware of, and viewed favorably, the reputations of the venture funds that had invested in ACN, which were known to be of high quality and very thorough in the due diligence they perform prior to making an investment.
- The effect on Courtside's stock price. Courtside's directors believe that attention to stock price is fundamental to governance of the company. Based on the factors discussed above, including ACN's projected revenue and EBITDA growth rates (ACN only on January 22nd and ACN including Columbus on May 2nd) and a comparison of ACN's financial metrics and asset purchase price for ACN to the financial metrics and stock price of public companies deemed comparable at the times of the board meetings and Courtside management's confidence in ACN's management's ability to achieve its projections, it concluded that, if the ACN business plan continued to be executed in the manner presented by ACN (which they believed at the times of the board meetings was reasonable to expect), there was a reasonable probability that Courtside's stock price would rise over time. See the subsection entitled ''Valuation'' on page 72.

On a more detailed basis, the Courtside board of directors also considered the following factors, in addition to matters addressed in the section entitled ''Risk Factors,'' and reached the conclusions set forth within the discussion of each factor:

ACN operates in an industry originally targeted by Courtside management.

Courtside was formed to serve as a vehicle to effect a business combination with an operating business principally in the entertainment, media and communications industries. In the prospectus for its IPO, Courtside specifically mentioned newspaper publishing as one of the industries in which it would seek prospective targets.

ACN's record of growth and expansion and high potential for future growth

Important criteria to Courtside's board of directors in identifying an acquisition target were that it have established business operations, that it was generating current revenues, EBITDA (earnings before interest, taxes on income, depreciation and amortization) and cash flow, and that it has what the board believes to be a potential to experience rapid growth. Courtside's board of directors believes that ACN has in place the infrastructure for strong business operations and to achieve growth both organically and through accretive strategic acquisitions. The board's belief in ACN's growth potential is based on ACN's historical growth rate and potential future growth opportunities, including from acquisitions and startup of new publications. In considering ACN's growth, Courtside took into account the compounded annual growth rate (or CAGR) of various measures of financial performance. CAGR is a standard measure widely used in business to describe cumulative growth of some element of the business (i.e. revenue, EBITDA) over a period of time, adjusting for the effect of compounding. ACN has experienced a compounded annual growth rate of 7.1% in revenues (pro forma for acquisitions (dispositions) that occurred prior to December 31, 2006, as if such acquisitions

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(dispositions) took place as of the first day of the earliest fiscal year presented) from fiscal year 2004 to fiscal year 2006, growing revenues from $46.6 million to $53.5 million, and grew pro forma Adjusted EBITDA (as defined in the section entitled ''ACN's Management's Discussion and Analysis of Financial Condition and Results of Operations – Adjusted EBITDA and Pro Forma Adjusted EBITDA'') from $8.9 million to $12.9 million over such time period, for a 20.6% compounded annual growth rate. At the time of the January 22nd board meeting, ACN was projected to increase revenues to $62 million and EBITDA to $17 million in 2008, assuming it didn't consummate any future acquisitions. After giving effect to the Columbus transaction and the anticipated results for the first six months of 2007, ACN's revised projection called for revenues and EBITDA to increase to $84.5 million and $22.1 million, respectively, in 2008, assuming it didn't consummate any future acquisitions.

The experience of ACN's management

Another important criteria to Courtside's board of directors in identifying an acquisition target was that the target have a seasoned management team with specialized knowledge of the markets within which it operates and the ability to lead a company in a rapidly changing environment. Courtside's board of directors believes that ACN's management has significant successful experience in the community newspaper industry, as demonstrated by ACN's ability to operate and develop profitable business opportunities through both the start-up of new publications (such as the Plano Insider and Carrolton Leader, which were cash flow positive from inception) and the integration and management of acquired businesses (for the publications acquired through acquisition before 2007, EBITDA associated with such publications grew from approximately $1.5 million (for the twelve months prior to the acquisition by ACN) to approximately $3.3 million, or 120%, for the twelve month period ended December 31, 2006). The board was also favorably impressed by ACN's management's abilities to effectively manage debt financing (ACN, while executing on its operating plan, paid down its indebtedness and reduced its ratio of senior debt to EBITDA from 6.0x on December 10, 2004, which is when the current ownership group took over, to 4.0x on December 31, 2006) and to negotiate favorable acquisition terms in non-auction settings.

Financial condition and results of operations

ACN's revenue, operating profit and financial performance were all reviewed in absolute terms at both board meetings and also in relation to other companies in the community newspaper industry (Lee Enterprises, Inc. (''Lee''), GateHouse Media, Inc. (''GateHouse'') and Journal Register Co. (''Journal Register'')) at the January 22nd meeting and were felt by the members of the board to be favorable both in absolute terms and in comparison. ACN generates significant recurring cash flow due to its stable revenue, EBITDA margins, low capital expenditure and working capital requirements and currently favorable tax position. The board believes that the net revenue growth potential coupled with continued strong margins will lead to high operating results that will reward Courtside stockholders.

At the January 22nd meeting, the board compared ACN's financial metrics (revenue and EBITDA, both historical and projected from calendar year 2004-2008) against Lee, GateHouse and Journal Register as of the date of the board meeting. Revenue and EBITDA were normalized to exclude unusual and extraordinary expenses and income and to pro forma prior period figures for any acquisitions or dispositions which occurred in subsequent periods. The method of determining EBITDA for ACN and the comparable companies is described in the definition of pro forma Adjusted EBITDA on page 174 and calculated for ACN in the second table on page 176. Unlike the calculation for ACN, the calculations for the comparable companies did not take into account state (non income) taxes as such information was not readily available. Such state (non income) taxes for ACN in 2006 were $52,000, an amount not deemed to be material by Courtside. However, such exclusion of state (non income) taxes from the comparable companies introduces increased subjectivity into the analysis and may make the companies less comparable. Projections for comparable companies were derived from Wall Street research most recently available prior to January 22, 2007. The board used comparable company public filings and Wall Street research to adjust the financial figures for any acquisitions or dispositions prior to the date of the board meeting. ACN projections assumed that no future acquisitions were to be consummated.

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At the time of the January 22nd meeting, for the calendar years 2004-2008, ACN was projected to increase revenues from $46.6 million to $62 million and EBITDA from $8.9 million to $17 million. During the same period, Lee was expected to increase revenues from $1.091 billion to $1.171 billion and decrease EBITDA from $306 million to $300 million; GateHouse was expected to increase revenues from $376 million to $411 million and EBITDA from $82 million to $104 million; and Journal Register was expected to decrease revenues from $563 million to $509 million and EBITDA from $147 million to $112 million. For a more comprehensive growth rate and margin comparison of ACN against the comparable companies utilized at the January 22nd board meeting included as part of Annex K. At the time of the May 2nd board meeting, for the calendar years 2004-2008, including the Columbus cluster, ACN was projected to increase revenues from $69.3 million to $84.5 million and EBITDA from $13.2 million to $22.1 million.

ACN's emphasis on local content in attractive markets

Each of ACN's markets exhibits affluent, desirable and high-growth demographics. Within its markets, ACN's publications place great emphasis on providing extensive coverage of local news events. As a result, these publications have strong reader loyalty, which is highly valued by local advertisers who use the publications to make targeted overtures to reach their desired audiences and maximize the efficiency of their advertising expense. Reader loyalty is based on third party reader surveys of both ACN's controlled circulation publications and paid circulation publications. A 2006 SNA Suburban market Study by Belden Associates shows that over 50% of readers in three of ACN's markets would turn to their local paper first if they were looking for information relating to local or community news, shopping, businesses, calendars of events or youth or high school sports results.

Opportunities for growth through acquisitions

The community newspaper industry is highly fragmented. Many community newspapers serve only a single town or other community or only a few communities in a relatively compact geographical area. The board believes that ACN has a strong platform for creating additional stockholder value through acquisitions both within its current markets and in new markets. At the May 2nd board meeting, the board recognized ACN management's ability to make additional significant acquisitions such as Columbus in a non-auction setting. The opportunity for continued growth was an important factor in the board's evaluation.

The board also believes that Courtside's ability to make acquisitions for stock rather than cash will prove attractive to owners of newspapers who have a low tax basis in their companies and could receive stock in a transaction such as a tax-free transaction that would enable them to defer payment of federal income taxes.

Emphasis on expansion of Internet publications

ACN's management believes that the use of the Internet as a platform for its publications can be a positive factor in its growth. As a result of its expansion of Internet publications, ACN's advertising revenues from such publications have grown from 0.5% of total revenues in 2005 to a run rate of 3% of revenue at the end of 2006, without any significant drop-off in revenues from its traditional publications.

Financing and Refinancing

The Courtside Board of Directors believed that it was reasonable to assume that, given the historical cash flow of ACN and management's ability to effectively manage debt financing (ACN, while executing on its operating plan, paid down its indebtedness and reduced its ratio of senior debt to EBITDA from 6.0x on December 10, 2004, which is when the current ownership group took over, to 4.0x on December 31, 2006), ACN should be able to generate sufficient funds to cover the total cash interest and scheduled principal payments over the next several years and, upon maturity, refinance any outstanding senior indebtedness. In this regard the Board also considered the possibility

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that (i) such refinancing might be on terms less favorable than those on the new senior secured credit facilities as described in ''Financing Commitments,'' above, (ii) a downturn in the business might affect Courtside's ability to refinance any outstanding senior indebtedness, and (iii) the current ACN indebtedness was incurred during a period when interest rates were lower than they presently are and, therefore, there is no assurance that ACN management will successfully manage the leverage created as a result of the acquisition, which may bear higher interest rates than that borne by the current ACN indebtedness.

The interest and amortization provisions of the senior debt were established subsequent to the May 2 board meeting. Cash pay interest payments will be due on approximately $106.3 million of such indebtedness and will be approximately $9,285,240 per year, assuming interest at 8.36% per annum for the revolving credit facility and the term loan A portion and 8.61% per annum for the term loan B portion and no conversions or repayment of principal. Such cash interest expense and total scheduled principal payments on the senior secured credit facilities through 2010 are as follows: 2007 – $9.3 million; 2008 – $11.4 million; 2009 – $13.5 million; 2010 – $15.25 million. The projections that Capitalink utilized in their analysis (and described in ''Capitalink Fairness Opinions,'' below) project an improvement in EBITDA from FY2006 to FY2010, from approximately $16.4 million to $27.8 million, respectively. After deducting capital expenditures ($1.1 million in 2006 combined among ACN and Columbus and assuming such amount is constant in the future) from EBITDA and assuming no material additional expenditures that would reduce cash flow, ACN would have sufficient funds to cover the total cash interest and scheduled principal payments in each of the years 2007 through 2010.

The maturity date on the revolving credit facility and the term loan A portion of the senior indebtedness is on the sixth anniversary (on or about June 30, 2013) at which time $5,250,000 plus any amounts outstanding under the revolving credit facility will become due. The maturity date on the term loan B portion of the senior indebtedness is on the 6.5 anniversary (on or about December 31, 2013) at which time $66,500,000 will become due. The maturity date on senior notes is on the seventh anniversary (on or about June 30, 2014) at which time $27 million plus any accrued interest (assuming no prepayment of principal and no cash payment of interest expense, the total principal and accrued interest will aggregate to approximately $74 million) will become due. Based on the current financial projections, ACN will be required to refinance the senior notes and term loan B upon maturity of the term loan B.

Valuation

The board did not separately determine a range of values for ACN at either board meeting at which the transaction was approved. At each board meeting, the board reviewed in detail the analysis prepared by Capitalink and had an interactive discussion with the Capitalink representatives. The Capitalink analysis included ranges of enterprise values of ACN using the discounted cash flow analysis, comparable company analysis and comparable transaction analysis. The board noted that the proposed purchase price of $165 million (before the Columbus acquisition) and $206 million (after giving effect to the acquisition) were both within the ranges of enterprise value determined by Capitalink at the respective board meetings (see ‘‘Capitalink Fairness Opinions’’).

In addition to reviewing the Capitalink analysis, the board considered the value of ACN (as of the dates of the board meetings held to approve the purchase agreement on January 22 and May 2, 2007) in relation to its growth potential and found it to be attractive when compared to other companies in the community newspaper industry. Management considered Lee, GateHouse and Journal Register to be comparable as they publish newspapers with varying degrees of emphasis on local and community content.

To determine whether the purchase price to be paid by Courtside to ACN was attractive and financially appropriate, officers of Courtside, in analyzing the transaction and subsequently for preparation for the board meetings, calculated ‘‘Enterprise Value/EBITDA as a Multiple of Projected Long Term Growth Rate,’’ which is designed to provide perspective on the purchase price multiple implied in a transaction – Courtside believes that a lower multiple for a given growth rate can imply that the enterprise value for a given level of EBITDA is also lower, which means that a purchaser is getting a better bargain than if it purchased an entity having a higher ratio.

Enterprise values as a multiple of projected calendar year 2006, 2007 and 2008 EBITDA were used in the analyses. To calculate enterprise value for the comparable companies, the share prices of the selected companies as of the end of the trading day on January 19, 2007 were utilized for the January 22nd board meeting and the share prices of the selected companies as of the end of the trading day on May 1st were utilized for the May 2nd board meeting. For the January 22nd board meeting, enterprise value for ACN was assumed (solely for purposes of comparison with the comparable companies) to be $165,000,000 (which was to be the purchase price paid on the closing date excluding working capital adjustments prior to ACN’s acquisition of the Columbus operations). For the May 2nd board meeting, enterprise value for ACN was assumed (solely for purposes of comparison with the comparable companies) to be approximately $206,000,000 (which was to be the purchase price paid on the closing date including the Columbus acquisition purchase price and actual payment to the Columbus seller for estimated working capital but excluding working capital adjustments for ACN). In addition, for the May 2nd board meeting, the board evaluated the impact of the Columbus acquisition on the 2008 NCF earnout and considered the likelihood of the earnout being achieved and its impact on the ACN enterprise value multiples (it was assumed that the full $15 million earnout will be achieved and paid in 2009 and added to current enterprise value by discounting the $15 million by ACN's expected estimated weighted average cost of capital of 10%).

For ACN and its comparables, EBITDA was normalized to exclude unusual and extraordinary expenses and income and to pro forma prior period figures for any acquisitions or dispositions which occurred (as of the date of the board meeting) in subsequent periods. Projections for comparable companies were derived from Wall Street research most recently available prior to January 22, 2007 for the January 22nd meeting and prior to May 2, 2007 for the May 2nd meeting. It should be noted that because the means and medians are based on information for only three companies, they may be skewed in any given year by factors specific to a particular company. Accordingly, the comparability analysis may not be representative of normalized results for these companies. Our attempt to normalize such information adds a level of subjectivity to the analysis.

Courtside also utilized both the historical EBITDA growth rates (2004-2006 compounded annual growth rates), for the January 22nd meeting, and projected long term growth rates, for both board meetings, to compare ACN against the comparable companies. Projected long term growth rates for comparable companies were derived from Wall Street research most recently available prior to the applicable board meeting. ACN's 2007-2008 projected EBITDA growth rate, which assumes no acquisitions in future years, was used as a proxy for ACN's projected long term growth rate for the January 22nd board meeting. ACN's average 2007 and 2008 projected EBITDA growth rate, which is pro forma for Columbus and assumes no acquisitions in future years, was used as a proxy for ACN's projected long-term growth rate for the May 2nd meeting.

The following is a summary of the results for the January 22nd meeting:

Enterprise Value as a Multiple of EBITDA	Mean	Median	ACN
2006 EBITDA	10.8x	9.5x	12.8x
2007 EBITDA	10.5x	10.0x	11.3x
2008 EBITDA	10.3x	10.0x	9.9x

Growth Rates	Mean	Median	ACN
Historical	(2.3)%	0.5%	20.6%
Projected Long Term	5.0%	5.0%	18.2%

Enterprise Value /EBITDA as a Multiple of Projected Long Term Growth Rate	Mean	Median	ACN
2006 EBITDA	2.2x	2.2x	0.7x
2007 EBITDA	2.1x	2.0x	0.6x
2008 EBITDA	2.2x	2.0x	0.5x

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The following is a summary of the results for the May 2nd board meeting:

Enterprise Value as a Multiple of EBITDA	Mean	Median	ACN	ACN(1)
2006 EBITDA	10.3x	8.8x	12.1x	12.9x
2007 EBITDA	10.1x	8.9x	10.9x	11.5x
2008 EBITDA	9.9x	9.0x	9.3x	9.8x

Growth Rates	Mean	Median	ACN	ACN(1)
Projected Long Term	4.3%	4.0%	14.4%	14.4%

Enterprise Value /EBITDA as a Multiple of Projected Long Term Growth Rate	Mean	Median	ACN	ACN(1)
2006 EBITDA	2.4x	2.4x	0.8x	0.9x
2007 EBITDA	2.4x	2.2x	0.8x	0.8x
2008 EBITDA	2.4x	2.3x	0.6x	0.7x

Note 1: Includes present value of earnout equal to approximately $12.4 million

Based on the results of this analysis, the board determined, at each of its meetings, that an enterprise value of ACN equal to its purchase price compared favorably to the enterprise values of the selected companies and that its assumption to such effect was valid. Based on this analysis and management's and the board's significant transaction experience, the board agreed upon and negotiated terms that it felt were in the best interest of Courtside's stockholders. It concluded that, if the ACN business plan continued to be executed in the manner presented by ACN (which they believed was reasonable to expect), thus achieving growth rates consistent with projections, there was a reasonable probability that Courtside's stock price would rise over time.

The companies selected by Courtside's board for the comparison have certain common characteristics to that of ACN, although, none of them has characteristics substantially similar to ACN when taken as a whole. The board did not consider that the differences adversely affected the validity of its analysis. The following table lists certain characteristics of these companies and ACN. Although the table reports data not available at the time the board made its analyses, such data is representative of the data actually considered by the board.

	Lee Enterprises	GateHouse Media (1)	Journal Register	American Community Newspapers (2)
Market Capitalization as of May 1, 2007	$1,251	$760	$246	—
Total Audited 2006 Revenue	$1,129	$390	$506	$75
Advertising %	77%	77%	78%	91%
Circulation %	18%	17%	18%	4%
Commercial Printing and Other %	4%	7%	4%	5%
	$3,330	$1,168	$1,161	$95

Total 2006 Audited Assets				
2006 EBITDA margin	28%	22%	22%	24%
Publications				
Daily	56	76	22	3
Non-Daily	300	238	345	97
Circulation				
Daily	3,544,991	429,000	1,125,000	13,000
Non-Daily	4,500,000	3,056,000	6,000,000	1,373,000
Free	4,500,000	2,472,000	6,000,000	1,247,000
Paid	3,544,991	1,013,000	1,125,000	139,000
Major Metro Publications	St Louis Post Dispatch Arizona Daily North Country Times Lincoln Journal Star Wisconsin State Journal	The Patriot Ledger	New Haven Register	None

Sources: Comparable company data from public company filings through March 31, 2007 and company websites. ACN data provided by management.

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Note 1: Publication/Circulation detail for Gatehouse is pro forma for acquisitions

Note 2: ACN pro forma for Columbus, except asset figure and historical margins

Courtside did not include certain companies with community newspaper businesses in its comparisons for various reasons:

- Journal Communications (which has an enterprise value of $1.06 billion) was excluded because, in addition to 75 community newspapers and 9 niche publications, it also operates 11 television stations and 36 radio stations.
- Daily Journal (enterprise value $53 million) was deemed not comparable because, besides publishing smaller market newspapers in California, Arizona and Nevada, it also specializes in legal affairs, publishing a magazine, supplying case management software systems and related products to courts, and serves as a newspaper representative specializing in public notice advertising. 44% of its 2006 Revenue (September year end) was derived from 2 publications, the LA Daily Journal and the San Francisco Daily Journal (both published every weekday except holidays). Of the revenues generated by these 2 journals, 48% was subscription based and 52% was advertising and other.
- Sun-Times Media Group (enterprise value $180 million) The Sun-Times News Group consists of more than 100 newspapers and associated websites and news products in the greater Chicago metropolitan area. The Sun-Times News Group's primary newspaper is the Chicago Sun-Times, which was founded in 1948 and is one of Chicago's most widely read newspapers. This company, before and during the period in which we evaluated the ACN transaction, generated significant negative press relating to the alleged misconduct by former senior officers, which affected its stock price. In addition, partly as a result of the negative press, it lost its research

analyst coverage, which made our ability to derive forward multiples extremely difficult, given the lack of analyst projections.

There are other media companies that own some community newspapers but are primarily focused on larger markets, paid circulation or other forms of media, leading us to conclude that they were not comparable to ACN.

Access to the public markets can facilitate growth

The board believes that access to the public markets as well as the potential cash proceeds from the outstanding Courtside warrants can facilitate ACN's growth strategy via acquisitions.

Costs associated with effecting the business combination

The board determined that the costs associated with effecting the acquisition with ACN would be of the same order of magnitude as would be encountered with most other business combinations. ACN's financial statements were audited in accordance with auditing standards generally accepted in the United States of America as established by the American Institute of Certified Public Accountants. Courtside anticipates that appropriate systems will be in place in a timely manner for it to meet its reporting obligations under the securities laws for periods beginning after the consummation of the acquisition. It estimates that the costs of doing so, largely for additional personnel and professional services (accounting and legal), will be approximately in the range of from $500,000 to $750,000.

Negative Factors

As might be expected, the board's investigations did disclose some negative factors that could bear upon ACN's ability to achieve its projected performance, including matters addressed in the section entitled ‘‘Risk Factors’’ and the following:

- Economic downturn – The board took note of the fact that ACN depends to a great extent on the economies and demographics of the local communities that it serves and is also susceptible to general economic downturns that could have a material and adverse impact on its advertising revenues and profitably.

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- Need to attract and retain qualified personnel – The board considered that ACN's success is dependent on its senior management team and ability to attract and retain qualified personnel. The board also considered that ACN's finance and accounting departments will need additional resources to manage and administer public company reporting requirements.
- Possible inability to continue to acquire companies at attractive values and integrate the operations – The board noted that ACN has grown, in part, via well-priced acquisitions, and that a significant part of ACN's growth strategy is to continue to make acquisitions. The board considered that ACN might not be able to make accretive acquisitions as they have in the past, and that any acquisitions will need to be integrated into ACN, which could require significant time and focus of ACN's management.
- Lack of public comparables for stock evaluation – ACN's principal public ‘‘comparables’’ do not demonstrate the strong growth characteristics that ACN exhibits. It may, therefore, be difficult for investors to measure ACN's performance relative to its competitors, which could adversely affect the trading price of ACN's common stock.

- Negative trend in the newspaper industry – In recent years, newspapers, particularly those with a national or large metropolitan area readership, have experienced increased competition for advertising from other forms of media such as cable television and the Internet. While ACN does not appear to have experienced any significant detriment from this trend and, indeed, has taken active steps to incorporate Internet activities into its businesses, the board recognized that ACN might not be able to continue to counteract this trend indefinitely.
- Second Quarter 2007 Anticipated Results – At the May 2nd board meeting, the board discussed at length the April results and the anticipated results for the first half of 2007 and, although it considered these results to be disappointing, it believed that management's explanation for and response to the shortfall were credible and that the purchase price reduction as well as the ACN investors' willingness to retain a meaningful equity stake, demonstrating its confidence in the business and ACN management, were positive changes, supporting the merits of the transaction.

Based on the foregoing, and notwithstanding the possible negative factors, our board of directors concluded that the purchase agreement with ACN is in the best interests of Courtside's stockholders. As discussed, it also obtained a fairness opinion that came to the same conclusion prior to approving the purchase agreement. In light of the complexity of the various factors, the board did not consider it practicable to, nor did it attempt to, quantify or otherwise assign relative weights to the specific factors. It should also be noted that individual members of the Courtside board may have given different weight to different factors.

Satisfaction of 80% Test

It is a requirement that any business acquired by Courtside have a fair market value equal to at least 80% of Courtside's net assets at the time of acquisition, which assets shall include the amount in the trust account. Based on the value of ACN's asset base, including goodwill, its historical earnings growth and other financial measures and other factors typically used in valuing businesses, the Courtside board of directors at both board meetings, based on the circumstances at the time, determined that this requirement was met. The Courtside board of directors believes, because of the financial skills and background of its members, it was qualified to conclude that the acquisition of ACN met this requirement. Courtside also received an opinion from Capitalink, L.C. that the 80% test has been met at the time of each board meeting.

Interests of Courtside's Directors and Officers in the Acquisition

In considering the recommendation of the board of directors of Courtside to vote for the proposals to approve the purchase agreement, the certificate of incorporation amendments and the incentive compensation plan proposal, you should be aware that certain members of the Courtside board have agreements or arrangements that provide them with interests in the acquisition that differ from, or are in addition to, those of Courtside stockholders generally. In particular:

- If the acquisition is not approved, Courtside will be required to liquidate. In such event, the 3,000,000 shares of common stock held by the Courtside Inside Stockholders, including Courtside's officers and directors and their affiliates and other persons, that were acquired prior to the IPO for an aggregate purchase price of $25,000 will be worthless because Courtside's Inside Stockholders are not entitled to receive any liquidation proceeds with respect to such shares. Such shares had an aggregate market value of $16,890,000 based on the last sale price of

$5.63 on the American Stock Exchange on June 8, 2007, the record date.

- In addition to the shares they purchased prior to the IPO, through the record date, Messrs. Goldstein, Greenwald, Aboodi and certain of the affiliates have purchased an aggregate of 1,500,000 shares of Courtside common stock in open market transactions pursuant to separate ‘‘10b5-1’’ plan agreements implemented on May 14, 2007 for an aggregate purchase price of $8,449,224.08, or an average of $5.63 per share. If Courtside is required to liquidate, the owners will receive $5.663 per share and will incur an aggregate gain with respect to such shares of approximately $49,500.
- Following Courtside's IPO, Richard D. Goldstein, Bruce M. Greenwald and Oded Aboodi (or persons or entities affiliated or associated with such individuals) purchased 2,400,000 warrants for an aggregate purchase price of $1,185,151 (or approximately $0.49 per warrant), pursuant to agreements between them and EarlyBirdCapital, Inc., entered into in connection with Courtside's IPO. These 2,400,000 warrants had an aggregate market value of $1,104,000 based upon the last sale price of $0.46 on the American Stock Exchange on June 8, 2007, the record date. All of the warrants will become worthless if the acquisition is not consummated.
- If Courtside liquidates prior to the consummation of a business combination, Messrs. Goldstein and Greenwald will be personally liable to pay debts and obligations to vendors and other entities that are owed money by Courtside for services rendered or products sold to Courtside, or to any target business, to the extent such creditors bring successful claims that would otherwise require payment from moneys in the trust account. This arrangement was entered into to ensure that, in the event of liquidation, the trust account is not reduced by claims of creditors. As of March 31, 2007, Courtside had unpaid obligations of $457,000 to its vendors and service providers. It estimates that it will incur additional expenses of $700,000 that would be required to be paid if the acquisition is not consummated. Of such total of $1,157,000, vendors and service providers to whom $681,000 is or would be owed have waived their rights to make claims for payment from amounts in the trust account. Such vendors are Capitalink ($60,000, which was subsequently paid), Alpine Capital LLC ($36,000), Ernst & Young LLP ($214,000) and Graubard Miller ($371,000). Messrs. Goldstein and Greenwald would be obligated to indemnify Courtside for the balance of approximately $476,000 that would be owed to vendors and service providers who have not given such waivers to the extent that they successfully claim against the trust account funds. Such amount would be reduced by payments from funds available to Courtside that will be provided by Messrs. Goldstein and Greenwald to fund Courtside's operating expenses and from the return to it of all or part of the $700,000 deposit it has made on the purchase price of the acquisition. Messrs. Goldstein and Greenwald have no reason to believe that they will not be able to fulfill their indemnity obligations to Courtside.
- As of June 8, 2007, the record date, Messrs Goldstein and Greenwald have loaned Courtside approximately $342,000 to fund its expenses. The loans are evidenced by promissory notes that bear interest at the rate of 5% per annum and are non-recourse against the trust account. If a business combination is not consummated, Courtside will not have any remaining non-trust account funds to repay the loans except that, under certain circumstances, all or a portion of the $700,000 deposit may be returned to Courtside. As of April 30, 2007, ACN had incurred approximately $400,000 of potentially reimbursable expenses. All of the $700,000 was expected to be reserved for payment of ACN's reimbursable expenses if the reason for termination entitles it to such reimbursement.

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- Pursuant to a letter agreement dated January 24, 2007 between ACN and Messrs. Goldstein and Greenwald, if the purchase agreement is terminated because either the acquisition proposal is not approved by Courtside's stockholders or 20% or more of the holders of Courtside's Public Shares vote against the acquisition proposal and seek conversion of their shares into cash, Messrs. Goldstein and Greenwald will have the right, upon payment of $5,000,000 to ACN, to enter into an agreement providing for the sale to them (or an entity controlled by the current principals of Alpine Capital LLC) by ACN of substantially all of ACN's assets on substantially the same terms and conditions as those contained in the purchase agreement except that the purchase price will be the amount that would have been paid by Courtside to ACN plus $10,000,000, payable in cash at closing, with additional consideration of up to $15,000,000 based on NCF, but with no provision requiring an additional payment based on Courtside's stock price.

Capitalink Fairness Opinions

In connection with its determination to approve the purchase agreement, initially at its meeting of January 22, 2007 and then, again, at its meeting of May 2, 2007, Courtside's board of directors engaged Capitalink, L.C. to provide it with ''fairness opinions'' as to whether the acquisition consideration to be paid by Courtside is fair, from a financial point of view, to Courtside's stockholders. Capitalink, which was founded in 1998 and is headquartered in Coral Gables, Florida, provides publicly and privately held businesses and emerging growth companies with a broad range of investment banking and advisory services. As part of its business, Capitalink regularly is engaged in the evaluation of businesses and their securities in connection with acquisitions, corporate restructurings, private placements, and for other purposes. Courtside selected Capitalink on the basis of Capitalink's experience, recommendations from other companies that had experience with Capitalink for similar purposes, its ability to do the research and provide the fairness opinion within the required timeframe and the competitiveness of its fee, which was specified by Capitalink in its proposal to the board. Capitalink does not beneficially own any interest in either Courtside or ACN, has never provided either company with any other services and does not expect or contemplate any additional services or compensation.

Courtside has paid Capitalink fees totaling $147,500 in connection with the preparation and issuance of Capitalink's opinions. In addition, we have also agreed to indemnify and hold Capitalink, its officers, directors, principals, employees, affiliates, and members, and their successors and assigns, harmless from and against any and all loss, claim, damage, liability, deficiencies, actions, suits, proceedings, costs and legal expenses (collectively the ''Losses'') or expense whatsoever (including, but not limited to, reasonable legal fees and other expenses and reasonable disbursements incurred in connection with investigating, preparing to defend or defending any action, suit or proceeding, including any inquiry or investigation, commenced or threatened, or any claim whatsoever, or in appearing or preparing for appearance as witness in any proceeding, including any pretrial proceeding such as a deposition) arising out of, based upon, or in any way related or attributed to, (i) any breach of a representation, or warranty made by us in our agreement with Capitalink; or (ii) any activities or services performed under that agreement by Capitalink, unless such Losses were the result of the intentional misconduct or gross negligence of Capitalink.

In accordance with its engagement agreements, Capitalink's opinions are addressed solely to our board for its use in connection with its review and evaluation of the acquisition. It is, therefore, Capitalink's view that its duties in connection with its fairness opinions extend solely to Courtside's board of directors and that it has no legal responsibilities in respect thereof to any other person or entity (including a Courtside stockholder) under the law of the State of Florida, the laws which have been selected by Capitalink and Courtside as governing the engagement letters. Capitalink has consistently taken this view with respect to all of its fairness opinions, which Courtside believes is a generally accepted practice of issuers of such opinions. Courtside acceded to Capitalink's position because it was made a condition to its engagement of Capitalink. Capitalink would likely assert the substance of this view and the disclaimer described above as a defense to claims and allegations, if any, that might hypothetically be brought or asserted against it by any persons or entities other than

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Courtside's board of directors with respect to the aforementioned opinion and the financial analyses thereunder. However, because no court has definitely ruled to date on the availability of this defense to a financial advisor who furnished to its client for its exclusive use of a fairness opinion, this issue necessarily would have to be judicially resolved on the merits in a final and non-appealable judgment of a court of competent jurisdiction. Furthermore, there can be no assurances that such a court would apply the laws of the State of Florida to the analyses and ultimate resolution of this issue if it were to be properly briefed by the relevant litigants and presented to the court. In all cases, the hypothetical assertion or availability of such a defense would have absolutely no effect on Capitalink's rights and responsibilities under U.S. federal securities laws, or the rights and responsibilities of Courtside's board of directors under applicable state law or under U.S. federal securities laws.

The Capitalink opinions are for the use and benefit of our board of directors in connection with its consideration of the transaction and are not intended to be and do not constitute recommendations to you as to how you should vote or proceed with respect to the transaction. Capitalink was not requested to opine as to, and its opinions do not in any manner address, the relative merits of the transaction as compared to any alternative business strategy that might exist for us, our underlying business decision to proceed with or effect the transaction, and other alternatives to the transaction that might exist for us. Capitalink does not express any opinion as to the underlying valuation or future performance of ACN or the price at which either Courtside's or ACN's securities might trade at any time in the future.

While we encourage you to read the Capitalink opinions to gain an understanding of the assumptions made, matters considered, procedures followed and limitations on the review undertaken by Capitalink, on which Courtside's board of directors has relied, as discussed above, it is Capitalink's view that its duties in connection with the opinion run solely to the board of directors and that others, including stockholders of Courtside, are not entitled to rely upon it.

In arriving at its opinions, Capitalink relied upon and assumed the accuracy and completeness of all of the financial and other information that was used without assuming any responsibility for any independent verification of any such information. Further, Capitalink relied upon the assurances of Courtside and ACN management that they were not aware of any facts or circumstances that would make any such information inaccurate or misleading. With respect to the financial information and projections utilized, Capitalink assumed that such information has been reasonably prepared on a basis reflecting the best currently available estimates and judgments, and that such information provides a reasonable basis upon which it could make an analysis and form an opinion. The projections were solely used in connection with the rendering of Capitalink's fairness opinions. Investors should not place reliance upon such projections, as they are not necessarily an indication of what our revenues and profit margins will be in the future. The projections were prepared by ACN management and are not to be interpreted as projections of future performance (or ''guidance'') by ACN. Capitalink did not evaluate or opine upon the solvency or fair value of Courtside or ACN under any foreign, state or federal laws relating to bankruptcy, insolvency or similar matters. Capitalink did not make a physical inspection of the properties and facilities of Courtside or ACN and did not make or obtain any evaluations or appraisals of either company's assets and liabilities (contingent or otherwise). In addition, Capitalink did not attempt to confirm whether ACN had good title to its assets.

Capitalink assumed that the transaction will be consummated in a manner that complies in all respects with the applicable provisions of the Securities Exchange Act of 1934, as amended, and all other applicable foreign, federal and state statutes, rules and regulations. Capitalink assumes that the transaction will be consummated substantially in accordance with the terms set forth in the asset purchase agreement, without any further amendments thereto, and that any amendments, revisions or waivers thereto will not be detrimental to the stockholders of ACN.

Capitalink's analyses and opinions are necessarily based upon market, economic and other conditions, as they existed on, and could be evaluated as of, January 22, 2007 or May 2, 2007, as the case may be. Accordingly, although subsequent developments may affect its opinions, Capitalink has not assumed any obligation to update, review or reaffirm its opinions.

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In connection with rendering its opinions, Capitalink performed certain financial, comparative and other analyses as summarized below. Each of the analyses conducted by Capitalink was carried out to provide a different perspective on the transaction, and to enhance the total mix of information available. Capitalink did not form a conclusion as to whether any individual analysis, considered in isolation, supported or failed to support an opinion as to the fairness, from a financial point of view, of the purchase price to Courtside's stockholders. Further, the summaries of Capitalink's analyses described below are not a complete description of the analyses underlying Capitalink's opinion. The preparation of a fairness opinion is a complex process involving various determinations as to the most appropriate and relevant methods of financial analysis and the application of those methods to the particular circumstances and, therefore, a fairness opinion is not readily susceptible to partial analysis or summary description. In arriving at its opinions, Capitalink made qualitative judgments as to the relevance of each analysis and factor that it considered. In addition, Capitalink may have given various analyses more or less weight than other analyses, and may have deemed various assumptions more or less probable than other assumptions, so that the range of valuations resulting from any particular analysis described above should not be taken to be Capitalink's view of the value of ACN's assets. The estimates contained in Capitalink's analyses and the ranges of valuations resulting from any particular analysis are not necessarily indicative of actual values or actual future results, which may be significantly more or less favorable than suggested by such analyses. In addition, analyses relating to the value of businesses or assets neither purport to be appraisals nor do they necessarily reflect the prices at which businesses or assets may actually be sold. Accordingly, Capitalink's analyses and estimates are inherently subject to substantial uncertainty. Capitalink believes that its analyses must be considered as a whole and that selecting portions of its analyses or the factors it considered, without considering all analyses and factors collectively, could create an incomplete and misleading view of the process underlying the analyses performed by Capitalink in connection with the preparation of its opinions.

The summaries of the financial reviews and analyses include information presented in tabular format. In order to fully understand Capitalink's financial reviews and analyses, the tables must be read together with the accompanying text of each summary. The tables alone do not constitute a complete description of the financial analyses, including the methodologies and assumptions underlying the analyses, and if viewed in isolation could create a misleading or incomplete view of the financial analyses performed by Capitalink.

The analyses performed were prepared solely as part of Capitalink's analysis of the fairness, from a financial point of view, of the purchase price to our stockholders, and were provided to our board of directors in connection with the delivery of Capitalink's opinions on January 22, 2007 and May 2, 2007, as applicable. The opinions of Capitalink were just one of the many factors taken into account by our board of directors in making its determination to approve the transaction, including those described elsewhere in this proxy statement.

Fairness Opinion for the January 22, 2007 Courtside Board Meeting

(All information under this caption reflects the original asset purchase agreement, the original purchase price, budgeted results of ACN for December 2006 and projections of ACN for periods subsequent to December 2006 (without taking the Columbus operations into account)).

Capitalink made a presentation to our board of directors on January 22, 2007 and subsequently delivered its written opinion to the board of directors, which stated that, as of January 22, 2007, and based upon and subject to the assumptions made, matters considered, and limitations on its review as set forth in the opinion, (i) the purchase price is fair, from a financial point of view, to our stockholders, and (ii) the fair market value of ACN is at least equal to 80% of our net assets. The amount of the purchase price was determined pursuant to negotiations between us and ACN and not pursuant to recommendations of Capitalink. The full text of the written opinion of Capitalink is attached as part of Annex E and is incorporated by reference into this proxy statement. The summary of the Capitalink opinion set forth in this proxy statement is qualified in its entirety by reference to the full text of the opinion.

In arriving at its opinion, Capitalink took into account an assessment of general economic, market and financial conditions, as well as its experience in connection with similar transactions and securities valuations generally. In so doing, among other things, Capitalink:

- Reviewed the purchase agreement.
- Reviewed publicly available financial information and other data with respect to the Courtside that we deemed relevant, including the Annual Report on Form 10-KSB for the year ended December 31, 2005 and the Quarterly Report on Form 10-QSB for the nine months ended September 30, 2006.
- Reviewed non-public information and other data with respect to ACN, including audited and pro forma financial statements for the five years ended December 31, 2005, unaudited financial statements for the eleven months ended November 30, 2006, financial projections for the five years ending December 31, 2010, and other internal financial information and management reports.
- Considered the historical financial results and present financial condition of ACN.
- Reviewed certain publicly available information concerning the trading of, and the trading market for Courtside's common stock and units.
- Reviewed and analyzed ACN's projected unlevered free cash flows and prepared a discounted cash flow analysis.
- Reviewed and analyzed certain financial characteristics of publicly-traded companies that were deemed to have characteristics comparable to ACN.
- Reviewed and analyzed certain financial characteristics of target companies in transactions where such target company was deemed to have characteristics comparable to that of ACN.
- Reviewed and compared the net asset value of Courtside to the indicated enterprise value range of ACN.
- Reviewed and discussed with representatives of Courtside and ACN management certain financial and operating information furnished by them, including financial projections and analyses with respect to ACN's business and operations.
- Performed such other analyses and examinations as were deemed appropriate.

Valuation Overview

Capitalink generated an indicated valuation range for ACN based on a discounted cash flow analysis, a comparable company analysis and a comparable transaction analysis each as more fully discussed below. Capitalink weighted the three approaches equally and arrived at an indicated enterprise value range from approximately $163.0 million to approximately $180.0 million. Capitalink noted that the purchase price falls within ACN's indicated enterprise value range.

Discounted Cash Flow Analysis

A discounted cash flow analysis estimates value based upon a company's projected future free cash flow discounted at a rate reflecting risks inherent in its business and capital structure. Unlevered free cash flow represents the amount of cash generated and available for principal, interest and dividend payments after providing for ongoing business operations. Such unlevered free cash flow does not assume any financing, including the financing of the contemplated transaction.

While the discounted cash flow analysis is the most scientific of the methodologies used, it is dependent on projections and is further dependent on numerous industry-specific and macroeconomic factors.

Capitalink utilized the forecasts provided by ACN management, which project gradual future growth in revenues from FY2006 (actual through November and estimated for December) to FY2010 from approximately $53.4 million (pro forma for prior acquisitions and divestitures) to $68.9 million, respectively. This represents a compound average growth rate or CAGR of approximately 6.7% over

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the period. This projected rate is lower than the historical revenue compounded annual growth rate of 7.1% that ACN achieved for the 2004 to 2006 period, as ACN desired to be conservative in its presentation. The increase in revenue is expected to be driven by organic growth resulting from launching new publications, increasing the circulation of existing publications, and increased advertising revenue from ACN websites but does not assume any future acquisitions. ACN plans to continue its acquisition strategy and believes that is will be able to achieve superior performance to that reflected in its current projections.

The projections also project an improvement in EBITDA from FY2006 to FY2010, from approximately $12.1 million to $20.1 million, respectively. This represents an improvement in ACN's EBITDA margin from 22.6% to 29.2% and a CAGR of 16.0%. This improvement in EBITDA is expected to be driven by increasing economies of scale and synergies realized with the companies acquired in 2005 and 2006, further operational enhancements and economies of scale resulting from increase in organic growth. Relative to the comparable companies (as described below in the Comparable Company Analysis), ACN's clustering strategy can provide for higher margins than less clustered operators. In addition, ACN is not dependent on paid circulation revenue to as great an extent as the comparable companies. Circulation declines, which the comparable companies have suffered, can depress margins as circulation is a high margin revenue stream. For purposes of Capitalink's analyses, ''EBITDA'' means earnings before interest, taxes, depreciation and amortization adjusted for ACN's expected public company costs and pro forma for acquisitions previously made in 2005 and 2006.

In order to arrive at a present value, Capitalink utilized discount rates ranging from 10.0% to 12.0%. This was based on an estimated weighted average cost of capital of 10.8%. To calculate such weighted average cost of capital, the estimated cost of debt and cost of equity were weighted based on the mean debt to total capitalization of the comparable companies. ACN's estimated cost of debt of 9.3% and estimated cost of equity of 14.7% were calculated utilizing the expected capitalization structure of ACN at closing taking into account the contemplated acquisition. The cost of equity calculation was derived utilizing the Ibbotson build up method utilizing appropriate equity risk, industry risk and size premiums and a company specific risk factor of 1.0%, reflecting the risk associated with increased leverage and achieving projected sales growth and margins throughout the projection period.

Capitalink presented a range of terminal values at the end of the forecast period by applying a range of terminal exit multiples of between 9.0x and 10.0x of EBITDA. Capitalink then calculated a range of indicated enterprise values by discounting the terminal value and the periodic unlevered free cash flows to derive an indicated enterprise value range of approximately $168.0 million to approximately $192.0 million. For purposes of Capitalink's analyses, ''enterprise value'' means equity value plus all interest-bearing debt less cash.

Comparable Company Analysis

A selected comparable company analysis reviews the trading multiples of publicly traded companies that are similar to ACN with respect to business and revenue model, operating sector, size and target customer base.

Capitalink identified the following four companies that it deemed comparable to ACN with respect to their industry sector and operating model. All of the comparable companies publish newspapers with a focus on local and community content.

- Lee Enterprises, Inc.
- GateHouse Media, Inc.
- Journal Register Co.
- Sun-Times Media Group, Inc.

All of the comparable companies are substantially larger than ACN, with latest twelve months, or LTM, revenue ranging from approximately $385.0 million to approximately $818.9 million, compared with approximately $53.2 million for ACN.

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Capitalink noted that, except for Lee Enterprises, ACN is more profitable than the comparable companies, with last twelve months (LTM) EBITDA margins ranging from approximately (4.8%) to approximately 28.9%, compared with approximately 22.6% for ACN. ACN has higher historical and projected organic EBITDA growth rates than the comparable companies. The average organic EBITDA growth rates for 2005 and 2007 are approximately 3.9% and 3.0% for the comparable companies, respectively, compared with 15.4% and 15.9%, respectively, for ACN.

Multiples utilizing enterprise value were used in the analyses. For comparison purposes, ACN and comparable companies operating profits including EBITDA were normalized to exclude unusual and extraordinary expenses and income. Such normalizing items may include restructuring and reorganization charges, gain or loss on sales of assets, write-downs on investments and litigation settlements.

Capitalink generated a number of multiples worth noting with respect to the comparable companies:

Enterprise Value Multiple of	Mean	Median	High	Low
LTM EBITDA	8.6x	8.6x	9.0x	8.3x

2006 EBITDA	10.7x	9.9x	13.9x	8.3x
2007 EBITDA	10.3x	9.9x	12.5x	8.6x
2008 EBITDA	10.2x	9.9x	11.8x	8.8x

Capitalink selected an appropriate multiple range for ACN by examining the range indicated by the comparable companies and taking into account certain company-specific factors. Capitalink noted that ACN is most comparable to GateHouse Media from an overall EBITDA growth perspective and selected valuation multiples around GateHouse Media's multiples.

Based on the above factors, Capitalink applied the following multiples to the respective statistics:

- Multiples of 13.5x to 14.5x 2006 EBITDA
- Multiples of 11.5x to 12.5x 2007 EBITDA
- Multiples of 10.5x to 11.5x 2008 EBITDA

and calculated a range of enterprise values for ACN of approximately $164.5 million to approximately $178.5 million.

None of the comparable companies has characteristics identical to ACN. An analysis of publicly traded comparable companies is not mathematical; rather it involves complex consideration and judgments concerning differences in financial and operating characteristics of the comparable companies and other factors that could affect the public trading of the comparable companies.

Comparable Transaction Analysis

A comparable transaction analysis involves a review of merger, acquisition and asset purchase transactions involving target companies that are in related industries to ACN. The comparable transaction analysis generally provides the widest range of value due to the varying importance of an acquisition to a buyer (i.e., a strategic buyer willing to pay more than a financial buyer) in addition to the potential differences in the transaction process (i.e., competitiveness among potential buyers).

Information is typically not disclosed for transactions involving a private seller, even when the buyer is a public company, unless the acquisition is deemed to be ''material'' for the acquirer. As a result, the selected comparable transaction analysis is limited to transactions involving the acquisition of a public company, or substantially all of its assets, or the acquisition of a large private company, or substantially all of its assets, by a public company.

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Capitalink located 17 transactions announced since January 2004 involving target companies that are in the newspaper publishing industry and for which detailed financial information was available.

Target	Acquiror
Rural Press Ltd.	Fairfax Holdings
Journal Register – 7 Papers	GateHouse Media
Dow Jones & Co. – 6 Papers	Community Newspapers
Philadelphia Newpapers	Private Buyer

Enterprise NewsMedia	GateHouse Media
CP Media	GateHouse Media
MediaNews Group	McClatchy Co. – 4 Papers
Amendment One	ACN
Knight-Ridder Inc.	McClatchy Co.
Sun Gazette – Suburban Washington Newspapers	ACN
McKinney Courier-Gazette	ACN
Monticello Times	ACN
GateHouse Media	Fortress Investment Grp.
Pulitzer	Lee Enterprises
21st Century Newspapers	Journal Register
Telegraph Group Ltd.	Hollyrood Holdings
Merced Group	McClatchy Co.

Based on the information disclosed with respect to the targets in the each of the comparable transactions, Capitalink calculated and compared the enterprise values as a multiple of LTM EBITDA. Comparable transaction target companies' EBITDA measures, as presented in the Comparable Transaction Analysis, may be calculated differently from and therefore not comparable to that of ACN, as such comparable transaction target companies' EBITDA was not normalized (such normalization to EBITDA is described in the Comparable Company Analysis) because, in many cases, such information necessary to normalize EBITDA was not available. Such differences in the calculation of EBITDA between ACN and the comparable transaction target companies introduce increased subjectivity into the analysis and may make the EBITDA of the comparable transaction target companies less comparable.

Capitalink noted the following with respect to the multiples generated:

Multiple of enterprise value to	Mean	Median	High	Low
LTM EBITDA	12.7x	11.9x	21.1x	9.1x

Capitalink expects ACN to be valued moderately above the mean of the comparable transactions multiples. Of the 17 targets, Capitalink deemed nine targets more comparable to ACN in terms of the targets' focus on local and community content. These nine targets, however, generally exhibited lower historical revenue and EBITDA growth than ACN. The mean EBITDA multiple for such transactions was approximately 13.0x, moderately higher than the overall mean. Capitalink also noted that most of the targets were private companies and therefore no public company costs were included in their respective EBITDA. On the other hand, ACN's EBITDA was adjusted to include future public company costs.

Based on the above factors, Capitalink applied multiples of 13.0x to 14.0x to ACN's LTM EBITDA and calculated an enterprise value range for ACN of approximately $156.6 million to approximately $168.7 million.

None of the target companies in the comparable transactions have characteristics identical to ACN. Accordingly, an analysis of comparable business combinations is not mathematical; rather it involves complex considerations and judgments concerning differences in financial and operating characteristics of the target companies in the comparable transactions and other factors that could affect the respective acquisition values.

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80% Test

Courtside's initial business combination must be with a target business whose fair market value is at least equal to 80% of Courtside's net assets at the time of such acquisition.

Capitalink reviewed and estimated Courtside's net assets based on its stockholders' equity as of September 30, 2006 and compared that to ACN's indicated range of enterprise value. Capitalink noted that the fair market value of ACN exceeds 80% of Courtside's net asset value.

Based on the information and analyses set forth above, Capitalink delivered its written opinion to our board of directors, which stated that, as of January 22, 2007, based upon and subject to the assumptions made, matters considered, and limitations on its review as set forth in the opinion, (i) the purchase price is fair, from a financial point of view, to our stockholders, and (ii) the fair market value of ACN is at least equal to 80% of our net assets.

Fairness Opinion for the May 2, 2007 Courtside Board Meeting

(All information under this caption reflects the amended asset purchase agreement and the revised purchase price; all analyses include the actual results of December 2006 and the first four months of 2007 and the updated projections of ACN, including the Columbus operations)

Capitalink made a presentation to our board of directors on May 2, 2007 and subsequently delivered its written opinion to the board of directors, which stated that, as of May 2, 2007, and based upon and subject to the assumptions made, matters considered, and limitations on its review as set forth in the opinion, (i) the purchase price is fair, from a financial point of view, to our stockholders, and (ii) the fair market value of ACN is at least equal to 80% of our net assets. The amount of the purchase price was determined pursuant to negotiations between us and ACN and not pursuant to recommendations of Capitalink. The full text of the written opinion of Capitalink is attached as part of Annex E and is incorporated by reference into this proxy statement. The summary of the Capitalink opinion set forth in this proxy statement is qualified in its entirety by reference to the full text of the opinion.

In arriving at its opinion, Capitalink took into account an assessment of general economic, market and financial conditions, as well as its experience in connection with similar transactions and securities valuations generally. In so doing, among other things, Capitalink:

- Reviewed the purchase agreement, as to be amended by agreement dated May 2, 2007.
- Reviewed publicly available financial information and other data with respect to the Courtside that we deemed relevant, including the Annual Report on Form 10-KSB for the year ended December 31, 2006 and the draft Quarterly Report on Form 10-Q for the three months ended March 31, 2007.
- Reviewed non-public information and other data with respect to ACN, including audited and pro forma financial statements for the six years ended December 31, 2006, financial projections for the four years ending December 31, 2010, and other internal financial information and management reports. Projections utilized by Capitalink include the C.M. Media acquisition and have been updated to take into account ACN's actual performance for December 2006 and the first four months of 2007.
- Considered the historical financial results and present financial condition of ACN.
- Reviewed certain publicly available information concerning the trading of, and the trading market for Courtside's common stock and units.
- Reviewed and analyzed ACN's projected unlevered free cash flows and prepared a discounted

cash flow analysis.

- Reviewed and analyzed certain financial characteristics of publicly-traded companies that were deemed to have characteristics comparable to ACN.
- Reviewed and analyzed certain financial characteristics of target companies in transactions where such target company was deemed to have characteristics comparable to that of ACN.

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- Reviewed and compared the net asset value of Courtside to the indicated enterprise value range of ACN.
- Reviewed and discussed with representatives of Courtside and ACN management certain financial and operating information furnished by them, including financial projections and analyses with respect to ACN's business and operations.
- Performed such other analyses and examinations as were deemed appropriate.

Purchase Price Overview

The purchase price is approximately $206 million (including the actual estimated working capital payment for the Columbus operations), to be increased by an earnout based on ACN reaching certain newspaper cash flow targets in 2008 and an additional payment upon Courtside's stock price reaching certain price levels. Based on the projections received from ACN, Capitalink assumed the purchase price will be increased by the earnout in the amount of $15 million in 2009. Assuming the earnout is paid in May 2009, the present value of the earnout is approximately $10.9 million. Based on the projections received from ACN, Capitalink assumed the purchase price will not be increased by the stock price payment. Thus, the indicated value of the purchase price used in Capitalink's analysis ranged from approximately $206.0 million to approximately $217.0 million.

Valuation Overview

Capitalink generated an indicated valuation range for ACN based on a discounted cash flow analysis, a comparable company analysis and a comparable transaction analysis each as more fully discussed below. Capitalink weighted the three approaches equally and arrived at an indicated enterprise value range from approximately $216.0 million to approximately $239.0 million. Capitalink noted that ACN's indicated enterprise value range is generally higher than the purchase price range.

For purposes of Capitalink's analyses, ''enterprise value'' means equity value plus all interest-bearing debt less cash.

Discounted Cash Flow Analysis

A discounted cash flow analysis estimates value based upon a company's projected future free cash flow discounted at a rate reflecting risks inherent in its business and capital structure. Unlevered free cash flow represents the amount of cash generated and available for principal, interest and dividend payments after providing for ongoing business operations. Such unlevered free cash flow also does not assume any financing, including the financing of the contemplated transaction.

While the discounted cash flow analysis is the most scientific of the methodologies used, it is dependent on projections and is further dependent on numerous industry-specific and macroeconomic factors.

Capitalink utilized the updated forecasts provided by ACN management, which project gradual future growth in revenues from FY2006 to FY2010 from approximately $76.8 million (pro forma for prior acquisitions and divestitures, including C.M. Media) to $95.1 million, respectively. This represents a compound average growth rate or CAGR of approximately 5.5% over the period. The increase in revenue is expected to be driven by organic growth resulting from launching new publications, increasing the circulation of existing publications, and increased advertising revenue from ACN websites but does not assume any future acquisitions. ACN plans to continue its acquisition strategy and believes that is will be able to achieve superior performance to that reflected in its current projections.

The projections also project an improvement in EBITDA from FY2006 to FY2010, from approximately $16.4 million to $27.8 million, respectively. This represents an improvement in ACN's EBITDA margin from 21.3% to 29.2% and a CAGR of 14.1%. This improvement in EBITDA is expected to be driven by increasing economies of scale and synergies realized with the companies acquired in 2005 and 2006 as well as from the Columbus acquisition, further operational

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enhancements and economies of scale resulting from increase in organic growth. Relative to the comparable companies (as described below in the Comparable Company Analysis), ACN's clustering strategy can provide for higher margins than less clustered operators. In addition, ACN is not dependent on paid circulation revenue to as great an extent as the comparable companies. Circulation declines, which the comparable companies have suffered, can depress margins as circulation is a high margin revenue stream. For purposes of Capitalink's analyses, ''EBITDA'' means earnings before interest, taxes, depreciation and amortization adjusted for ACN's expected public company costs and pro forma for acquisitions previously made in 2005 and 2006, and the acquisition of C.M. Media in 2007.

In order to arrive at a present value, Capitalink utilized discount rates ranging from 11.0% to 13.0%. This was based on an estimated weighted average cost of capital of 12.0%. To calculate such weighted average cost of capital, the estimated cost of debt and cost of equity were weighted based on the mean debt to total capitalization of the comparable companies. ACN's estimated cost of debt of 9.6% and estimated cost of equity of 16.7% were calculated utilizing the expected capitalization structure of ACN at closing taking into account the contemplated acquisition. The cost of equity calculation was derived utilizing the Ibbotson build up method utilizing appropriate equity risk, industry risk and size premiums and a company specific risk factor of 3.0%, reflecting the risk associated with increased leverage, integration of C.M. Media and achieving projected sales growth and margins throughout the projection period.

Capitalink presented a range of terminal values at the end of the forecast period by applying a range of terminal exit multiples of between 9.0x and 10.0x of EBITDA. Capitalink then calculated a range of indicated enterprise values by discounting the terminal value and the periodic unlevered free cash flows to derive an indicated enterprise value range of approximately $222.3 million to approximately $254.2 million.

Comparable Company Analysis

A selected comparable company analysis reviews the trading multiples of publicly traded companies that are similar to ACN with respect to business and revenue model, operating sector, size and target customer base.

Capitalink identified the following four companies that it deemed comparable to ACN with respect to their industry sector and operating model. All of the comparable companies publish newspapers with a focus on local and community content.

- Lee Enterprises, Inc.
- GateHouse Media, Inc.
- Journal Register Co.
- Sun-Times Media Group, Inc.

All of the comparable companies are substantially larger than ACN, with calendar year, or CY 2006 revenue ranging from approximately $418.7 million to approximately $1.1 billion, compared with approximately $76.8 million for ACN.

Capitalink noted that ACN's CY2006 EBITDA margin of 21.3% is higher than the mean for the comparable companies of 17.8%. ACN has higher historical and projected organic EBITDA growth rates than the comparable companies. The average organic EBITDA growth rates for 2006 and 2007 are approximately (30.0)% and (0.5)% for the comparable companies, respectively, compared with 23.2% and 11.9%, respectively, for ACN.

Multiples utilizing enterprise value were used in the analyses. For comparison purposes, ACN and comparable companies operating profits including EBITDA were normalized to exclude unusual and extraordinary expenses and income. Such normalizing items may include restructuring and reorganization charges, gain or loss on sales of assets, write-downs on investments and litigation settlements.

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Capitalink generated a number of multiples worth noting with respect to the comparable companies:

Enterprise Value Multiple of	Mean	Median	High	Low
2006 EBITDA	10.2x	8.2x	14.4x	8.2x
2007 EBITDA	10.1x	9.1x	12.9x	8.4x
2008 EBITDA	10.0x	9.4x	12.3x	8.4x

Capitalink selected an appropriate multiple range for ACN by examining the range indicated by the comparable companies and taking into account certain company-specific factors. Capitalink noted that ACN is most comparable to GateHouse Media from an overall EBITDA growth perspective and selected valuation multiples around GateHouse Media's multiples.

Based on the above factors, Capitalink applied the following multiples to the respective statistics:

- Multiples of 13.5x to 14.5x 2006 EBITDA
- Multiples of 12.0x to 13.0x 2007 EBITDA