

**AGREEMENT AND PLAN OF MERGER
OF
MAX MEDIA III LLC
INTO
MAX BROADCAST GROUP LLC**

ARTICLE I

The parties to this Agreement and Plan of Merger are MAX BROADCAST GROUP LLC, a Virginia limited liability company (sometimes referred to herein as the “Survivor”), and MAX MEDIA III LLC, a Virginia limited liability company (sometimes referred to herein as the “Target”).

ARTICLE II

MAX MEDIA III LLC, which was formed in the Commonwealth of Virginia, shall, pursuant to the provisions of the laws of the Commonwealth of Virginia and the provisions of Title 13.1, Chapter 12 of the Code of Virginia of 1950, as amended (the “Virginia Code”), be merged with and into MAX BROADCAST GROUP LLC, which was formed in the Commonwealth of Virginia. The separate existence of MAX MEDIA III LLC shall cease at the effective time and date of the merger.

ARTICLE III

The Articles of Organization of the Survivor shall at the effective time and date of the merger continue in full force and effect unless and until amended and changed in the manner prescribed by the applicable provisions of the Virginia Code. The member of the Survivor at the effective time and date of the merger shall be the member of the Survivor.

ARTICLE IV

On the effective date and time of the merger, the separate existence of the Target will cease, all membership interests in the Target shall be cancelled, and the Survivor shall succeed to all of the properties, rights, and other assets of the Target and shall be subject to all of the liabilities of the Target without further action by either party.

ARTICLE V

The Vice President of the Target and the sole Member of the Survivor, respectively, are hereby authorized, empowered and directed to do any and all acts and things and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger or of the merger provided for herein.

ARTICLE VI

If, at any time, the sole Member of the Survivor determines that additional conveyances, documents, or other actions are necessary to carry out the provisions of this Agreement and Plan of Merger, then the Vice President of the Target shall execute such conveyances or documents or take such action as of the effective date of this merger.

ARTICLE VIII

The effective date of this merger shall be the filing date of the Articles of Merger.

[SIGNATURE PAGE TO FOLLOW]

Executed on September ____, 2006.

MAX BROADCAST GROUP LLC,
a Virginia limited liability company

By: MAX MEDIA LLC, its sole Member

By: _____
David J. Wilhelm, Chief Financial Officer

MAX MEDIA III LLC,
a Virginia limited liability company

By: _____
David J. Wilhelm, Vice President