

## ASSET PURCHASE AGREEMENT

(WBVQ)

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of June 27, 2005 by and between Descendants Trust d/b/a AJG Broadcasting Company ("Buyer"), and CAT Radio, Inc. a West Virginia corporation ("Seller").

### Recitals

A. Seller owns and operates the following radio broadcast station (the "Station") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC"):

WBVQ(FM), Barrackville, West Virginia

B. Buyer is entering into a Time Brokerage Agreement (the "TBA") with CAT under which it will provide programming for broadcast on the Station pending closing under this Agreement or termination of the TBA.

C. Under a Stock Purchase Agreement by and among Richard H. McGraw and Karen McGraw (the "McGraws") as sellers, John R. Raese and David A. Raese (the "Raeses") as buyers, and CAT dated June 27, 2005 (the "SPA"), ownership and control of CAT will be transferred to the Raeses, subject to FCC approval, upon closing under the SPA.

D. Under current FCC rules the Raeses are not eligible to have attributable interests in the Station by virtue of their interests in other radio stations in the market served by the Station.

E. Subject to the terms and conditions set forth herein, Seller desires to assign to Buyer, and Buyer desires to acquire from Seller, the FCC Authorizations and the other real, personal, tangible and intangible properties used or held for use in the operation of the Station.

### Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the parties, intending to be legally bound, hereby agree as follows:

#### ARTICLE 1: SALE AND PURCHASE

1.1 Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all of the right, title and interest of Seller in and to all of the assets, properties, interests and rights of Seller of whatsoever kind and nature, real and personal, tangible and intangible, which are used in the operation of the Station (the "Station Assets"), but excluding the Excluded Assets (defined below). The Station Assets include, without limitation, the following:

(a) all licenses, permits and other authorizations which are held by or issued to Seller by the FCC with respect to the Station (the "FCC Licenses"), including those described on *Schedule 1.1(a)* attached hereto, and including any renewals or modifications thereof between the date hereof and Closing;

(b) all equipment, electrical devices, antennas, cables, tools, hardware, furniture, fixtures, towers, office materials and supplies, inventory, motor vehicles, spare parts and other tangible personal property of every kind and description which are used in the operation of the Station, including those described on *Schedule 1.1(b)* (the "Tangible Personal Property");

(c) all interests in real property used in the operation of the Station and all Seller's appurtenant easements and improvements located thereon, including the leased real property described on *Schedule 1.1(c)* attached hereto (the "Real Property" or "Leases");

(d) those contracts, leases, and agreements that are used in the ordinary course of operation of the Station and not to be retained by Seller for use with other Seller Stations, as listed on *Schedule 1.1(d)* attached hereto (the "Station Contracts");

(e) all of Seller's rights in and to the Station's call letters and Seller's rights in and to the trademarks, trade names, service marks, franchises, copyrights, computer software, websites, domain names, programs and programming material, jingles, slogans, logos, and other intangible property which are used specifically in the operation of the Station, including those listed on *Schedule 1.1(e)* attached hereto (the "Intangible Property");

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

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

(h) all claims (including warranty claims) deposits, prepaid expenses, and Seller's goodwill in, and the going concern value of, the Station.

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include any of Seller's cash, cash equivalents, insurance policies, accounts receivables or employee benefit plans whether or not attributable to the Station (the "Excluded Assets").

1.3 Assumed Obligations. The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances ("Liens") except for the following (collectively, "Permitted Liens"): (i) the obligations of Seller arising after Closing under the Station Contracts

and Leases (collectively, the "Assumed Obligations"), (ii) liens for taxes not yet due and payable, and (iii) liens or encumbrances on the Real Property that will be discharged on or before the Closing Date or (iv) encumbrances of the Real Property arising in the ordinary course that, individually or in the aggregate, do not impair the use of the Real Property in the operation of the Station. Except for the Assumed Obligations, Buyer does not assume and will not be deemed by execution and delivery of this Agreement or any agreement, instrument or document delivered pursuant to or in connection with this Agreement or otherwise by reason of the consummation of the transactions contemplated hereby, to have assumed, any liabilities, obligations or commitments of Seller of any kind, whether or not disclosed to Buyer, and all such liabilities and obligations of Seller shall be the sole responsibility of Seller before and after the Closing Date (the "Retained Obligations").

1.4 Purchase Price. The aggregate purchase price (the "Purchase Price") to be paid for the Station Assets shall be Two Hundred Fifty Thousand Dollars (\$250,000). The Purchase Price shall be paid by Buyer at Closing by wire transfer of immediately available Federal funds pursuant to written instructions of Seller to be delivered by Seller to Buyer at least four business days prior to Closing.

1.5 Prorations and Adjustments. Except as otherwise provided in the TBA, all prepaid and deferred income and expenses relating to the Station Assets or the Assumed Obligations and arising from the conduct of the business and operations of the Station shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles as of 11:59 p.m. on the date immediately preceding the Closing Date. Such prorations shall include, without limitation, all real property, ad valorem, and other property taxes (but excluding taxes arising by reason of the transfer of the Station Assets as contemplated hereby, which, shall be paid as set forth in Section 10.5 of this Agreement), utility charges, business and license fees, music and other license fees currently paid by Seller, employee vacation benefits, and similar prepaid and deferred items attributable to the ownership of the Stations or the Station Assets. Revenues, expenses, taxes, costs and liabilities earned or incurred in connection with particular programs and announcements shall be allocated to the time of performance of such programs and announcements without regard to the date of payment therefor.

1.6 Allocation. The Purchase Price shall be allocated among the Station Assets in a manner as mutually agreed between the parties. Seller and Buyer agree to use the allocations determined pursuant to this Section for all tax purposes, including without limitation, those matters subject to Section 1060 of the Internal Revenue Code of 1986, as amended.

1.7 Closing. The consummation of the sale and purchase of the Station Assets (the "Closing") shall occur on a date (the "Closing Date") designated by the parties that coincides with the closing date under the SPA, subject to satisfaction or waiver of the conditions to Closing contained herein (other than those to be satisfied at Closing).

1.8 Governmental Consents.

(a) On the same date that the McGraws, the Raeses and Seller file with the FCC an application for consent to the transfer of control of Seller (the "Transfer Application"), Buyer and Seller shall file an application with the FCC (the "FCC Application") requesting FCC

consent to the assignment to Buyer of the FCC Licenses ("FCC Consent"). Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their best efforts to obtain the FCC Consent as soon as possible. The FCC Consent shall be deemed to be final as matter of law (a "Final Order"), as of the date when all rights to appeal or to seek reconsideration or rehearing with respect to grant of the FCC Consent have expired and no such appeal or request for reconsideration or rehearing is pending before the FCC or any court, and the time for the FCC to reconsider the FCC Consent on its own motion has expired.

(b) Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as such the other may reasonably request in connection with their preparation of any governmental filing hereunder. The FCC Consent and (if applicable) and any other required government consents are referred to herein collectively as the "Governmental Consents."

## ARTICLE 2: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties to Buyer:

2.1 Organization. Seller is duly organized, validly existing and in good standing under the laws of West Virginia. Seller has the requisite power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Seller pursuant hereto (collectively, the "Seller Ancillary Agreements"), to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

2.2 Authorization. The execution, delivery and performance of this Agreement and the Seller Ancillary Agreements by Seller have been duly authorized and approved by all necessary action of Seller and do not require any further authorization or consent of Seller. This Agreement is, and each Seller Ancillary Agreement when executed and delivered by Seller and the other parties thereto will be, a legal, valid and binding agreement of Seller enforceable in accordance with its respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3 No Conflicts. Neither the execution and delivery by Seller of this Agreement and the Seller Ancillary Agreements or the consummation by Seller of any of the transactions contemplated hereby or thereby nor compliance by Seller with or fulfillment by Seller of the terms, conditions and provisions hereof or thereof will: (i) conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject; or (ii) require the approval, consent, authorization or act of, or the making by Seller of any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental or regulatory authority or body, except the Governmental Consents, and except for counter-party consent to assign those material Station Contracts designated on *Schedule 1.1(d)*.

2.4 FCC Licenses. Seller holds the FCC Licenses described on *Schedule 1.1(a)*. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the FCC Licenses (other than proceedings to amend FCC rules of general applicability), and there is not now issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture against Seller with respect to the Station. The Station is operating in compliance in all material respects with the FCC Licenses, the Communications Act, and the rules, regulations and policies of the FCC.

2.5 Taxes. Seller has, in respect of the Station's business, filed all foreign, federal, state, county and local income, excise, property, sales, use, franchise and other tax returns and reports which are required to have been filed by it under applicable law and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable, except for instances that are not material to Seller or the Station.

2.6 Personal Property. *Schedule 1.1(b)* contains a list of all material items of Tangible Personal Property included in the Station Assets. Seller has title to the Tangible Personal Property free and clear of Liens other than Permitted Liens.

2.7 [Reserved]

2.8 Contracts. *Schedule 1.1(d)* contains a list of all Station Contracts. Each of the Station Contracts (including without limitation each Real Property Lease) is in effect and is binding upon Seller and, to Seller's knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Seller has performed its obligations under each of the material Station Contracts and Leases in all material respects, and is not in material default thereunder, and to Seller's knowledge, no other party to any of the material Station Contracts or Leases is in default thereunder in any material respect.

2.9 Environmental. To Seller's knowledge, no hazardous or toxic substance or waste regulated under any applicable environmental, health or safety law has been generated, stored, transported or released on, in, from or to the Real Property included in the Station Assets. To Seller's knowledge, Seller has complied in all material respects with all environmental, health and safety laws applicable to the Station.

2.10 Intangible Property. *Schedule 1.1(e)* contains a description of the material Intangible Property included in the Station Assets. Seller has received no notice of any claim that its use of the Intangible Property infringes upon any third party rights. Seller owns or has the right to use the Intangible Property free and clear of Liens.

2.11 Compliance with Law. Seller has complied in all material respects with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the operation of the Station. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Station that will subject Buyer to liability

or which questions the legality or propriety of the transactions contemplated by this Agreement. To Seller's knowledge, there are no governmental claims or investigations pending or threatened against Seller in respect of the Station (except those affecting the industry generally).

2.12 No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf.

### ARTICLE 3: REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby makes the following representations and warranties to Seller:

3.1 Organization and Standing. Buyer is a trust duly established and validly existing and in good standing under the laws of the State of West Virginia. Buyer has the requisite power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the "Buyer Ancillary Agreements"), to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

3.2 Authorization. The execution, delivery and performance of this Agreement and the Buyer Ancillary Agreements by Buyer have been duly authorized and approved by all persons required to so approve, and do not require any further authorization or consent of Buyer. This Agreement is, and each Buyer Ancillary Agreement when executed and delivered by Buyer and the other parties thereto will be, a legal, valid and binding agreement of Buyer enforceable in accordance with its respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3 No Conflicts. Neither the execution and delivery by Buyer of this Agreement and the Buyer Ancillary Agreements or the consummation by Buyer of any of the transactions contemplated hereby or thereby nor compliance by Buyer with or fulfillment by Buyer of the terms, conditions and provisions hereof or thereof will: (i) conflict with Buyer's governing trust agreement or any contract or instrument to which Buyer is a party, or any law, judgment, order or decree to which Buyer is subject; or (ii) require the approval, consent, authorization or act of, or the making by Buyer of any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental or regulatory authority or body, except the Governmental Consents.

3.4 Qualification. Buyer is qualified to hold the FCC Licenses under the Communications Act of 1934, as amended (the "Communications Act") and the rules, regulations and policies of the FCC. There are no facts that would, under existing law, including the Communications Act, and the existing FCC Rules, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Station. No waiver of any FCC rule or policy

with respect to Buyer, its business or operations, is necessary for the FCC Consent to be obtained.

3.5 No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer's behalf.

#### ARTICLE 4: COVENANTS

4.1 Seller Covenant. Seller covenants and agrees with respect to the Station that as of the Closing Date, subject to its performance of obligations under the TBA, it will be operating in the ordinary course of business consistent with past practice and in all material respects in accordance with FCC rules and regulations and with all other applicable laws, regulations, rules and orders.

4.2 Joint Covenant Regarding Assignments. The parties shall use commercially reasonable efforts to obtain any third party consents necessary for the assignment of any Station Contract (which shall not require any payment to any such third party). To the extent that any Station Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed pursuant hereto shall not constitute an assignment thereof, but to the extent permitted by law shall constitute an equitable assignment by Seller and assumption by Buyer of Seller's rights and obligations under the applicable Station Contract, with Seller making available to Buyer the benefits thereof and Buyer performing the obligations thereunder on Seller's behalf.

#### ARTICLE 5: CONDITIONS OF CLOSING BY BUYER

The obligations of Buyer hereunder are, at its option, subject to satisfaction, at or prior to Closing, of each of the following conditions:

5.1 Representations, Warranties and Covenants. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement or the TBA, and the covenants and agreements to be complied with and performed by Seller at or prior to Closing shall have been complied with or performed in all material respects. Buyer shall have received a certificate dated as of the Closing Date from Seller, executed by an authorized officer of Seller to the effect that the conditions set forth in this Section have been satisfied in all material respects.

5.2 Governmental Consents. The Governmental Consents shall have been obtained, and no court or governmental order prohibiting Closing shall be in effect; and at Buyer's election, the FCC Consent shall have become a Final Order.

5.3 SPA Closing. Closing under the SPA shall have occurred.

#### ARTICLE 6: CONDITIONS OF CLOSING BY SELLER

The obligations of Seller hereunder are, at its option, subject to satisfaction, at or prior to Closing, of each of the following conditions:

6.1 Representations, Warranties and Covenants. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all material respects. Seller shall have received a certificate dated as of the Closing Date from Buyer, executed by Buyer, to the effect that the conditions set forth in this Section have been satisfied.

6.2. Governmental Consents. The Governmental Consents shall have been obtained, and no court or governmental order prohibiting Closing shall be in effect.

6.3 SPA Closing. Closing under the SPA shall have occurred.

#### ARTICLE 7: DOCUMENTS TO BE DELIVERED AT CLOSING

7.1 Seller Documents. At Closing, Seller shall deliver to Buyer the certificate described in Section 5.1 and such bills of sale, assignments, deeds, documents of title and other instruments of conveyance, assignment and transfer as may be necessary to convey, transfer and assign the FCC Licenses and the other Station Assets to Buyer, free and clear of all Liens except Permitted Liens of the type described in Section 1.3 (i), (ii) and (iv).

7.2 Buyer Documents. At Closing, Buyer shall deliver to Seller the certificate described in Section 6.1, such instruments of assumption as may be necessary to assume the Assumed Obligations and the Purchase Price.

#### ARTICLE 8: SURVIVAL; INDEMNIFICATION

8.1 Survival. The covenants, agreements, representations and warranties contained in this Agreement shall survive and not be affected by Closing for a period of one year, whereupon they shall expire and be of no further force or effect, except those under (i) this Article 8 that relate to Damages (defined below) for which written notice is given by the indemnified party to the indemnifying party prior to the expiration, which shall survive until resolved, and (ii) Sections 1.3 (Assumed Obligations), 1.6 (Adjustments), and 1.7 (Allocation), and indemnification obligations with respect to such provisions, which shall survive until performed..

##### 8.2 Indemnification.

8.2.1 From and after the Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from: (i) any breach or default by Seller under this Agreement; (ii) the Retained Obligations; or (iii) the operation of the Station before Closing.



8.2.2 From and after the Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from: (i) any breach or default by Buyer under this Agreement; (ii) the Assumed Obligations; or (iii) the operation of the Station after Closing.

8.2.3 The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by a third party that is subject to indemnification by the indemnifying party, but a failure to give such notice or delaying such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement.

8.3 Limitation on Liability. Notwithstanding any provision of this Agreement, if the Closing occurs, the parties owning Seller before the Closing of the transaction contemplated by the SPA shall not have any liability to either party hereto under or arising from or relating to this Agreement.

#### ARTICLE 9: TERMINATION

9.1 Termination. This Agreement may be terminated at any time prior to Closing as follows:

9.1.1 by mutual written consent of Buyer and Seller;

9.1.2 by written notice of Buyer to Seller if Seller (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by it on the Closing Date; or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below) (a "Seller's Breach");

9.1.3 by written notice of Seller to Buyer if Buyer (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by it on the Closing Date; or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below) (a "Buyer's Breach"); or

9.1.4 by written notice of Buyer to Seller, or by Seller to Buyer, if the FCC dismisses or denies the FCC Application or the Transfer Application; or

9.1.5 by written notice of Buyer to Seller, or by Seller to Buyer, if the Closing shall not have been consummated on or before the date one year after the date of this Agreement.

9.2 The term "Cure Period" as used herein means a period commencing the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the later of (i) thirty (30) days thereafter or (ii) the Closing Date, i.e. if any breach or default cannot reasonably be cured within such thirty (30) day period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period

shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date. Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination.

9.3 If this Agreement is terminated due to a Seller's Breach, Buyer's damages for such Seller Breach shall be limited to \$25,000, and Buyer expressly agrees that such limitation is fair and reasonable under the circumstances of the transaction contemplated in this Agreement.

#### ARTICLE 10: MISCELLANEOUS PROVISIONS

10.1 Specific Performance. In the event of a breach or threatened breach by Seller of any representation, warranty, covenant or agreement under this Agreement, at Buyer's election, in addition to any other remedy available to it, Buyer shall be entitled to an injunction restraining any such breach or threatened breach and, subject to obtaining any requisite approval of the FCC, to enforcement of this Agreement by a decree of specific performance requiring Seller to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required.

10.2 Further Assurances. After Closing, Seller shall from time to time, at the request of and without further cost or expense to Buyer, execute and deliver such other instruments of conveyance and transfer and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby to vest in Buyer good title to the Station Assets, and Buyer shall from time to time, at the request of and without further cost or expense to Seller, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively relieve Seller of any obligations being assumed by Buyer hereunder.

10.3 Assignment. Neither Seller nor Buyer may assign this Agreement without the prior written consent of the other party. With respect to any permitted assignment, the parties shall take all such actions as are reasonably necessary to effectuate such assignment, including but not limited to cooperating in any appropriate filings with the FCC or other governmental authorities. All covenants, agreements, statements, representations, warranties and indemnities in this Agreement by and on behalf of any of the parties hereto shall bind and inure to the benefit of their respective successors and permitted assigns of the parties hereto.

10.4 Amendments. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, extension or discharge is sought.

10.5 Fees and Expenses. Each party shall pay its own fees and expenses in connection with the preparation of this Agreement and consummation of the transactions contemplated hereby, provided, that the parties shall share equally in the fee required for filing the FCC Application, and any taxes or fees arising from the transfer of the Station Assets shall be paid equally by the parties hereto.

10.6 Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

10.7 Governing Law. The construction, performance and enforcement of this Agreement shall be governed by the laws of the State of West Virginia.

10.8 Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller prior to closing, then to:

CAT Radio, Inc.  
228 Randolph Avenue  
Elkins, West Virginia 26241  
Attention: Richard H. McGraw, President  
Facsimile:

With a copy, which shall not constitute notice, to:

Kathryn R. Schmeltzer, Esquire  
Pillsbury Winthrop Shaw Pittman, LLP  
2300 N Street, NW  
Washington, DC 20037-1128  
Facsimile: (202) 663-8220

if to Seller, after closing, then to:

CAT Radio, Inc.  
228 Randolph Avenue  
Elkins, West Virginia 26241  
Attention: James M. Troy  
Facsimile (304) 594-2220

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

Harry C. Martin, Esquire  
Fletcher, Heald & Hildreth, PLC  
1300 North 17<sup>th</sup> Street, 11<sup>th</sup> Floor  
Arlington, Virginia 22209

if to Buyer, then to:

Descendants Trust  
65 Meadow Road  
Riverside, Connecticut 06878  
Attention: Lauren M. Kelley, Trustee  
Facsimile: \_\_\_\_\_

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

Matthew H. McCormick, Esquire  
Reddy, Begley & McCormick, LLP  
1156 15<sup>th</sup> Street, Suite 610

Washington, DC 20005  
Facsimile: (202) 659-5711

10.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

10.10 No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

10.11 Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

10.12 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

10.13 Schedules. This Agreement is being executed prior to delivery of the following Schedules hereto:

- 1.1(a) -- FCC Authorizations
- 1.1(b) -- Tangible Personal Property
- 1.1(c) -- Real Property Leases
- 1.1(d) -- Station Contracts
- 1.1(e) -- Intangible Property

Seller shall deliver such Schedules to Buyer within ten (10) business days of the date of this Agreement. If such Schedules as delivered by Seller are not reasonably satisfactory to Buyer, then Buyer and Seller shall in good faith resolve such conflict promptly (and in any event not later than the date thirty (30) calendar days after the date of this Agreement) in a commercially reasonable manner, it being understood that the Schedules are intended to provide a more detailed listing of Station Assets and not to modify the terms of this Agreement.

[SIGNATURE PAGE FOLLOWS]

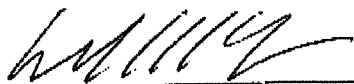
SIGNATURE PAGE TO WBVO ASSET PURCHASE AGREEMENT

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

SELLER:

CAT RADIO, INC.

By:

  
Richard H. McGraw, President

BUYER:

DESCENDANTS TRUST D/B/A AJG  
BROADCASTING COMPANY

By:

\_\_\_\_\_  
Lauren M. Kelley, Trustee

JUN-28-2005 08:54 FROM:RBM LAW  
06/27/2005 16:50 FAX 2036377603  
JUN-27-2005 20:50 FROM:RBM LAW

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KELLEY  
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WBVQ

SIGNATURE PAGE TO WBTV ASSET PURCHASE AGREEMENT

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

SELLER:

CAT RADIO, INC.

By:

Richard H. McGraw, President

BUYER:

DESCENDANTS TRUST D/B/A AIG  
BROADCASTING COMPANY

By:

  
Lauren M. Kelley, Trustee