

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “Agreement”) is dated as of September 3, 2009, and is by and between Tower Above Media, LLC (“Seller”), a limited liability company organized under the laws of South Carolina, and Gaffney Broadcasting, Incorporated (“Buyer”), a corporation organized under the laws of South Carolina.

Recitals

WHEREAS, the Federal Communications Commission (the “FCC”) issued a license (the “FCC License”) to Seller for FM translator station W282AX (the “Station”) in Gaffney, South Carolina, and Seller owns or holds other assets used or useful in the operation of the Station; and

WHEREAS, Seller desires to sell, assign, and transfer, to the fullest extent permitted by law, the FCC License and other assets owned or held by Seller and used or useful in the operation of the Station; and

WHEREAS, to the fullest extent permitted by law, Buyer desires to acquire the FCC License for the Station as well as the other assets owned or held by Seller and used or useful in the operation of the Station, all under the terms described herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I. Exchange of Consideration.

1.1. Consideration Conveyed by Seller. At the Closing, as defined herein, Seller shall provide Buyer with the following consideration:

1.1.1. Station Assets. Subject to the terms and conditions of this Agreement, Seller shall, to the fullest extent permitted by law, assign, convey, transfer, and deliver to Buyer, and Buyer shall, to the fullest extent permitted by law, acquire from Seller free and clear of all debts, liens, claims, financing leases, security interests and encumbrances (collectively, “Liens”) of any kind whatsoever (except for Permitted Encumbrances, as defined below), all of Seller’s right, title and interest in and to assets, personal, tangible and intangible, of every kind and description, owned or held by Seller and used or useful in the operation of the Station (collectively the “Station Assets”), more particularly described in Sections 1.1.1(a), (b), (c) and (d), but not including the assets described in Section 1.1.2. of this Agreement. The Station Assets include but are not limited to the following items:

(a) Government Licenses. The FCC License, which include all licenses and other authorizations issued by the FCC to Seller with respect to the Station, as well as all licenses and authorizations issued by any other governmental authority (the “Other Governmental Licenses”), true copies of which are included in Schedule 1 to this Agreement,

together with any and all applications pending before the FCC or any other governmental authority with respect to renewals, extensions, or modifications thereof, all of which are identified in Schedule 1.

(b) Tangible Personal Property. All equipment, furniture, fixtures, office materials and supplies, spare parts, and other tangible personal property of every kind and description (the “Tangible Personal Property”) owned as of the date of this Agreement by Seller and used or useful in the operation of the Station identified on Schedule 2 to this Agreement, less any non-material tangible assets consumed in the Ordinary Course of Business after the date hereof, and any additions, improvements, replacements, and alterations made thereto in the Ordinary Course of Business between the date of this Agreement and the Closing Date, as defined herein.

(c) Records. Any and all files, program logs, public inspection files, and other records that relate to the operation of the Station in the possession of Seller on the Closing Date, except records that pertain to the organization, existence or capitalization of Seller.

(d) Goodwill. All of Seller’s goodwill in and going concern value of the Station.

1.1.2. Excluded Assets. There shall be excluded from the Station Assets and retained by Seller, to the extent in existence on the Closing Date, as defined herein, the following assets (the “Excluded Assets”):

(a) Accounts Receivable. All notes and accounts receivable relating to or arising out of the broadcast of advertisements or programming by the Station at any time prior to the Closing Date (the “Accounts Receivable”).

(b) Cash and Investments. All cash on hand or in bank accounts and all cash equivalents and similar investments of Seller, such as certificates of deposit.

(c) Prepaid Items. All deposits, reserves, and prepaid expenses and taxes (unless prorated as provided in Section 1.3. of this Agreement).

(d) Personal Property. All non-material tangible personal property disposed of or consumed in the Ordinary Course of Business.

(e) Insurance. All right, title and interest in or under all contracts or policies of insurance and all claims or rights to payments which pre-date the Closing Date, except as otherwise provided under this Agreement.

(f) Claims. Any and all claims of Seller with respect to transactions which transpire prior to the Closing Date, including, without limitation, claims for tax refunds.

(g) Organizational Documents. Seller's books and original records that pertain to the organization, existence or capitalization of Seller.

(h) Company Name. The company name of "Tower Above Media, LLC" and all variants thereof.

(i) Contracts and Leases. Any and all contracts and leases to which Seller is a party or by which it is bound.

(j) Miscellaneous Items. Other items not material to the business or operation of the Station identified in Schedule 4 annexed hereto.

1.1.3. Seller's Retained Liabilities. The Station Assets shall be sold and conveyed to Buyer free and clear of all Liens except for Permitted Encumbrances, as defined herein. Buyer shall not assume or be liable for (a) any obligation of Seller arising out of any contract or lease; (b) any litigation, proceeding, or claim relating to the business or operation of the Station prior to the Closing, regardless of whether such litigation, proceeding, or claim is pending, threatened, or asserted before, on, or after the Closing; or (c) any obligation (including but not limited to wages, salaries, vacation pay, payroll taxes, COBRA coverage or severance payments) to or for persons employed by Seller (recognizing that Buyer has no obligation to employ any of Seller's employees).

1.2. Payment by Buyer. In consideration of Seller's conveyance of the Station Assets to Buyer, Buyer shall pay to Seller the total sum of Fifty Thousand Dollars (\$50,000) (the "Purchase Price"), which shall be paid as follows:

1.2.1. At the Closing, as defined herein, Buyer shall pay Seller the sum of Twenty-Five Thousand Dollars (\$25,000) by wire transfer of immediately available funds pursuant to written instructions from Seller (which shall be provided to Buyer at least three (3) business days prior to Closing), less any adjustments made pursuant to Section 1.3 of this Agreement.

1.2.2. On the date that is twelve (12) months after the Closing Date, as defined herein, Buyer shall pay Seller the balance of Twenty-Five Thousand Dollars (\$25,000) by wire transfer of immediately available funds pursuant to written instructions from Seller (which shall be provided to Buyer three (3) business days prior to the date on which such payment is due). This obligation shall be evidenced by a Promissory Note in the form of Schedule 3 annexed hereto.

1.3. Prorations. Taxes, insurance, utilities and other Station expenses shall be prorated as of and on the Closing Date. Seller shall be entitled to a credit at Closing for any prepaid expenses for which redound to the benefit of Buyer.

1.4. Allocation. The Purchase Price shall be allocated among the Station Assets in accordance with a schedule to be prepared at or before Closing. If the parties cannot agree on the allocation by Closing (or at any time period mutually agreed to subsequent to Closing), they

shall, within thirty (30) days after Closing, jointly select an appraisal firm to make such allocation, and the parties shall be bound by that allocation. The fees and expenses of such firm shall be shared equally by Seller and Buyer. Each party shall adhere to such allocation in a Form 8594 and any other reports or disclosures filed with or made to the Internal Revenue Service (the “IRS”) as well as any and every other governmental taxing authority.

1.5. Closing.

1.5.1. Date and Location. The consummation of the transactions contemplated by this Agreement (the “Closing”) shall be held at the offices of Merline & Meacham, P.A., 812 East North Street, Greenville, South Carolina 29603, or at such other place or in such other manner (including the use of facsimiles and overnight couriers) mutually agreed to by the parties, commencing at 10:00 a.m. on a date (the “Closing Date”) mutually agreed to or, in the absence of a mutual agreement, selected by Buyer, which shall be within ten (10) days after the later of (a) the date on which the FCC order granting the Modification Application, as defined herein, becomes a Final Order, (b) the date on which Seller files a license application with the FCC to cover the construction authorized by the FCC’s grant of the Modification Application, and (c) the date on which the FCC order (the “Order”) approving the assignment of the FCC Licenses from Seller to Buyer becomes a Final Order (with the understanding that, for purposes of this Agreement, a “Final Order” means a decision by the FCC or a court of competent jurisdiction, as modified or supplemented upon reconsideration or review by the FCC or a court of competent jurisdiction, that is no longer subject to reconsideration or review by the FCC or a court of competent jurisdiction because the time periods for seeking such reconsideration or review under applicable law and government regulation have expired without any such request for reconsideration or review having been filed): provided, that the parties shall not be obligated to proceed to Closing if (1) the Order includes conditions materially adverse to Buyer or Seller, or (2) the other conditions precedent to Closing have not been satisfied or waived; and provided further, that Buyer may waive the requirement that the Order become a Final Order and, if Buyer does waive that requirement, the Closing shall occur within ten (10) days after Seller receives notice of such waiver from Buyer (with the understanding that the parties shall thereupon execute a mutually acceptable rescission agreement).

1.5.2. Exchange of Documents. At the Closing, each party shall execute and deliver to the other party the items specified herein as well as any additional document(s) and item(s) as either party may reasonably request for the consummation of the transactions contemplated herein, including but not limited to bills of sale and assumption agreements. Such additional documents and items shall be reasonably satisfactory to the other party as to both form and substance.

1.6. Timing. Time is of the essence to implementation of this Agreement. It is the intention of the parties that the Closing of the transactions contemplated herein occur not later than twelve (12) months from the date the Application, as defined herein, is filed with the FCC.

ARTICLE II. Representations and Warranties of Seller.

Seller represents and warrants to Buyer that the following matters are true and correct as of the date of this Agreement:

2.1. Organizational Status. Seller is a limited liability company duly organized, validly existing, and in good standing in the State of South Carolina. Seller has the power to carry on the business of the Station as it is now being conducted, to own, hold and use the Station Assets, and to enter into and consummate the transactions contemplated by this Agreement.

2.2. Licenses. Seller is the holder of the FCC License and Other Governmental Licenses included in Schedule 1 to this Agreement, all of which are in full force and effect. The FCC License constitutes all of the licenses required under the Communications Act of 1934, as amended (the “Act”), and the rules and policies of the FCC for the operation of the Station as currently conducted. The FCC License authorizes the operation of the Station for a license term expiring on December 1, 2011. Seller has filed with the FCC all material applications, reports and other documents required by FCC rules and policies. Except as otherwise specified in Schedule 1, there is not pending or, to Seller’s Knowledge, threatened, any petition, complaint, objection (whether formal or informal), order to show cause, investigation, or other action by or before the FCC to revoke, cancel, rescind, modify, or refuse to renew any of the FCC Licenses. Other than proceedings of general applicability to the broadcasting industry, there is not now pending or, to Seller’s Knowledge, threatened, any other petition, complaint, objection (whether formal or informal), investigation, order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or other proceeding by or before the FCC or against Seller with respect to the Station. The Station is operating in material compliance with the FCC Licenses, the Act, and the rules and policies of the FCC.

2.3. Condition of Tangible Personal Property. Seller has good and marketable title to the Tangible Personal Property. Except as otherwise provided in this Agreement, the Tangible Personal Property constitutes all the tangible personal property used or useful in the operation of the Station as currently operated by Seller.

2.4. Liens. On the Closing Date, the Station Assets will be in each case free and clear of all Liens except for (1) Liens for current taxes not yet due and payable, and (2) easements, rights of way, zoning restrictions and other restrictions contained in public records or identified in the Schedules to this Agreement (collectively, the “Permitted Encumbrances”).

2.5. Employees. Seller does not have any employees and is therefore not liable to any federal, state, or local governmental entity payment of Social Security, unemployment and withholding taxes or to any person for any claims of discrimination or wrongful termination under applicable law and government regulation, including, without limitation, violations of federal or state laws relating to civil rights and the Americans With Disabilities Act of 1990.

2.6. Taxes. Seller has timely filed all required federal, state and local tax returns and paid all taxes, interest and penalties due to be paid on such returns with respect to Seller’s interest in the Station Assets or its operation of the Station, has sought and obtained extensions of time to file such and pay same within the time provided therefor, or is challenging such taxes in good faith in accordance with applicable procedures.

2.7. Environmental. To Seller’s Knowledge, no hazardous or toxic waste, substance, material or pollutant (collectively “Hazardous Waste”), as defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §

9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 et seq., the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et seq., the Clean Water Act, as amended, 42 U.S.C. § 1251 et seq., the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. or any other applicable federal, state or local law, or any regulations or policies adopted pursuant to such laws (the foregoing laws, regulations and policies collectively referred to herein as the “Environmental Laws”) has been released, emitted or discharged or, is currently located in or on the Station Assets or in, on or under the real property on which any of the Station Assets is situated or will be situated after grant of the Modification Application, as defined herein, in material violation of any Environmental Laws. To Seller’s Knowledge, the Station Assets and Seller’s use thereof are not and, after grant of the Modification Application, will not be in material violation of any Environmental Laws, including but not limited to FCC rules, policies and guidelines concerning RF radiation. Seller has not received any notice, summons, citation, directive, letter or other communication, written or oral, from the United States, the State of South Carolina, or any other party concerning any intentional or unintentional action or omission on the part of Seller or any other party which resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping or disposing of Hazardous Waste on, above or under Station Assets owned or used by Seller in operation of the Station.

2.8. Litigation. Except as set forth in Schedule 1 or in Schedule 6, Seller has not been operating under and is not subject to, or in default with respect to, any order, judgment, writ, injunction, or decree of any court or any federal, state, municipal, or other governmental department, commission, board, agency, or instrumentality, foreign or domestic, which has had or could reasonably be expected to have a material adverse effect on the Station Assets or the manner in which Seller currently operates the Station. There is no litigation, arbitration, dispute, investigation or other proceeding (in any event, “Litigation”) pending by or against, or, to Seller’s Knowledge, threatened against the Station or Seller in any court, governmental agency, or private arbitration which relates to or affects the Station Assets or the business of the Station or which materially interferes or could reasonably be expected materially to interfere with Seller’s (1) right, title to, or interest in the Station Assets, (2) operation of the Station or (3) ability to assign and otherwise convey the Station Assets to Buyer free of such Litigation.

2.9. Compliance with Laws. Except as otherwise set forth in this Agreement, (1) Seller is in material compliance with all applicable laws, rules, regulations, policies and orders of the federal, state, and local governments with respect to the Station and (2) the present and, after grant of the Modification Application, as defined herein, the proposed uses by Seller of the Station Assets do not and will not violate any such laws, regulations, policies or orders in any material respect.

2.10. No Defaults. Neither the execution and delivery by Seller of this Agreement nor the consummation by Seller of the transactions contemplated herein are events that, by themselves or with the giving of notice or the passage of time or both, constitute a material violation of or will materially conflict with or result in any material breach of or any material default under (1) the terms, conditions, or provisions of any arbitration award, judgment, law, order, decree, writ, or regulation to which Seller is subject, (2) Seller’s articles of formation, its operating agreement or other organizational documents, or (3) any agreement or instrument to

which Seller is a party or by which Seller is bound, or result in the creation of imposition or any Lien on any of the Station Assets.

2.11. Brokers. There is no broker, finder or other person who would, as a result of any agreement of or action taken by Seller, have any valid claim against either of the parties to this Agreement for a commission or brokerage fee in connection with this Agreement or the transactions contemplated herein.

2.12. Seller Action. This Agreement has been duly and validly authorized, executed, and delivered by Seller and constitutes the valid and binding agreement of Seller, enforceable in accordance with and subject to its terms, except as enforceability may be limited by laws affecting the enforcement of creditor rights or equitable principles generally. At the Closing, Seller will provide Buyer with the certified resolution of Seller's member(s) authorizing the execution, delivery, and performance of this Agreement.

2.13. Insolvency. No insolvency proceedings of any character, including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting the Seller or any of the Station Assets is pending or, to Seller's Knowledge, threatened, and Seller has not made any assignment for the benefit of creditors, nor taken any actions with a view to, or which would constitute the basis for, the institution of any such insolvency proceedings.

2.14. Approvals. No approval of any third party, governmental agency or court is required to be obtained by Seller with regard to the consummation of the transactions contemplated by this Agreement except the approval by the FCC as provided herein.

ARTICLE III. Representations and Warranties of Buyer.

Buyer represents and warrants to Seller as to the truth of the following matters as of the date of this Agreement:

3.1. Status. Buyer is a corporation duly organized, validly existing, and in good standing in the State of South Carolina and has the power to enter into and consummate the transactions contemplated by this Agreement.

3.2. No Defaults. Neither the execution and delivery by Buyer of this Agreement nor the consummation by Buyer of the transactions contemplated herein are events that, by themselves or with the giving of notice or the passage of time or both, constitute a material violation of or will conflict with or result in any material breach of or any default under (1) the terms, conditions, or provisions of any arbitration award, judgment, law, order, or regulation to which Buyer is subject, (2) Seller's articles of incorporation, its bylaws, or other organizational documents, or (3) any agreement or instrument to which Buyer is a party or by which Buyer is bound.

3.3. Brokers. There is no broker, finder or other person who would, as a result of any agreement of or action taken by Buyer, have any valid claim against any of the parties to this

Agreement for a commission or brokerage fee in connection with this Agreement or the transactions contemplated herein.

3.4. Litigation. There is no Litigation pending or, to Buyer's Knowledge, threatened against or concerning Buyer that would adversely affect Buyer's ability to carry out the transactions contemplated herein.

3.5. Qualification as a Broadcast Licensee. Buyer is qualified under the Act and FCC rules and policies to acquire the FCC License from Seller. No waiver of FCC rules and policies will be necessary for Buyer to acquire the FCC License.

3.6. Approvals. No approval of any third party, governmental agency, or court is required to be obtained by Buyer with regard to the assignment of the FCC Licenses and other Station Assets to Buyer except the approval of the FCC as provided herein.

3.7. Buyer Action. This Agreement has been duly and validly authorized, executed, and delivered by Buyer and constitutes the valid and binding agreement of Buyer, enforceable in accordance with and subject to its terms, except as enforceability may be limited by laws affecting the enforcement of creditor rights or equitable principles generally. At the Closing, Buyer will provide Seller with the certified resolution of Seller's directors authorizing the execution, delivery, and performance of this Agreement.

ARTICLE IV. FCC Applications

4.1. Assignment Application. Within ten (10) days after execution of this Agreement, Seller and Buyer shall jointly prepare and file an appropriate application (the "Application") with the FCC requesting the Order. Seller and Buyer shall diligently take, or cooperate in the taking of, all steps necessary and appropriate to expedite the preparation of the Application and its prosecution to a favorable conclusion. Each party will promptly provide the other party with a copy of any and every pleading or other communication (including e-mails) received or sent which relates to the Application (other than communications between or among a party and such party's lawyers and advisors). The parties will use commercially reasonable efforts and otherwise cooperate with each other in responding to any information requested by the FCC related to the Application, in making any amendment to this Agreement requested by the FCC which does not adversely affect such party in a material manner, and in defending against any petition, application for review, complaint, or other objection which may be filed against the Application or the Order.

4.2. Modification Application. Within ten (10) days after execution of this Agreement, Seller shall file an application (the "Modification Application") with the FCC to modify the Station's license by moving the Station's transmission facilities to the location of the transmission facilities currently utilized by radio station WEAC(AM) in Gaffney, South Carolina. The contents of the Modification Application shall be subject to the prior written approval of Buyer, and, to that end, Seller shall provide Buyer with a draft of the Modification Application at least five (5) business days prior to the date upon which Seller plans to file the Modification Application with the FCC. After filing the Modification Application with the FCC, Seller shall take all steps necessary and appropriate to prosecute the Modification Application to

secure a grant of the Modification Application at the earliest practicable date and to have the FCC order granting the Modification Application become a Final Order. Seller will promptly provide Buyer with a copy of any and every pleading, order, or other communication (including e-mails) received or sent which relates to the Modification Application (other than communications between or among Buyer and its lawyers and advisors). Seller will use commercially reasonable efforts and otherwise cooperate in responding to any information requested by the FCC related to the Modification Application, in submitting any amendment to Modification Application that may be requested by the FCC which does not adversely affect Seller in a material manner, and in defending against any informal objection, petition for reconsideration, application for review, or other objection that may be filed against the Modification Application.

4.3. Application Fees. The FCC filing fee for the Application shall be divided equally between Seller and Buyer but the FCC filing fee for the Modification Application shall be paid by Seller.

ARTICLE V. Covenants of Seller Pending Closing.

Seller covenants and agrees that, from the date of this Agreement to and including the Closing Date, it will take, or refrain from taking, the following actions:

5.1. Maintenance of Station. Seller shall (1) continue to carry on the Station's business and keep its books of account, records, and files in the Ordinary Course of Business, (2) continue to operate the Station in all material respects in accordance with the terms of the FCC License and Other Governmental Licenses and in material compliance with all applicable rules, regulations, policies and laws, (3) timely file with the FCC any and all material reports, applications, disclosures and all regulatory fees prior to Closing as may be required by the Act as well as FCC rules and policies, (4) maintain in full force and effect through and including the Closing Date the existing property damage, liability, and other insurance with respect to the Station Assets to cover contingencies that can reasonably be anticipated, and (5) prior to the Closing, not, without the prior written consent of Buyer:

5.1.1. sell, assign, lease, transfer, or agree to sell, assign, lease, or transfer any material Station Assets without replacement thereof with an asset of equivalent kind, condition, and value;

5.1.2. enter into any collective bargaining agreement or written contract of employment without Buyer's prior approval unless Seller is willing to assume sole responsibility for such agreement or contract after Closing;

5.1.3. enter into any contract, agreement or lease with respect to the Station or the Station Assets except contracts, agreements, and leases entered into in the Ordinary Course of Business that can be terminated immediately upon provision of written notice; or

5.1.4. make, allow, or consent to any material change in any Station Asset except in the Ordinary Course of Business.

5.2. Organization, Good Will, Promotion. Seller shall use commercially reasonable efforts to preserve the business organization of the Station intact and the goodwill of the Station's suppliers, customers, and others having business relations with the Station.

5.3. Access to Facilities, Files, and Records. At the reasonable request of Buyer and upon reasonable prior notice to Seller, Seller shall give Buyer and Buyer's representatives (1) reasonable access during normal business hours to all facilities, property, accounts, title papers, insurance policies, licenses, agreements, commitments, records, machinery, fixtures, furniture, and inventories related to the Station or the Station Assets, and (2) all such other information concerning the affairs of the Station as Buyer may reasonably request. The rights of Buyer under this Section shall not be exercised in a manner as to interfere unreasonably with the business of the Station.

5.4. Representations and Warranties. Seller shall give notice to Buyer promptly upon the occurrence of, or upon becoming aware of the impending or threatened occurrence of, any event that would cause or constitute a material breach of any of Seller's representations or warranties in this Agreement.

5.5. Notice of Proceedings. Seller will promptly notify Buyer (and in any event within five (5) business days) upon becoming aware of any actual or threatened Litigation relating to Seller, the Station, the Station Assets, or the consummation of the transactions contemplated by this Agreement.

5.6. Confidential Information. Whether or not the transactions contemplated by this Agreement are consummated, Seller shall not disclose to third parties, other than its employees and agents for purposes of consummating the transactions contemplated hereby (who shall also be made subject to the restrictions of this section), any information, whether or not in writing, received from Buyer or its agents in the course of evaluating, investigating, negotiating, and consummating the transactions contemplated by this Agreement: provided, that no information shall be deemed to be confidential that (1) becomes publicly known or available other than through disclosure by Seller; (2) is rightfully received by Seller from a third party; or (3) is independently developed by Seller. Upon termination or consummation of this Agreement, all originals of all material provided to Seller by Buyer shall be returned to Buyer and all copies thereof shall be destroyed.

5.7. Consummation of Agreement. Seller shall fulfill and perform all conditions and obligations to be fulfilled and performed by Seller under this Agreement and make every reasonable effort to cause the transactions contemplated by this Agreement to be fully carried out.

5.8. Compliance with Law. Seller will undertake commercially reasonable efforts to comply in all material respects with all applicable federal, state and local laws, ordinances and regulations, including but not limited to the Act and the rules and policies of the FCC.

5.9. Taxes. Between the date hereof and the Closing Date, Seller shall timely file all required tax returns with the IRS and other governmental taxing authorities and pay any and all taxes, interest and penalties due thereon or obtain such extensions within the time provided

therefor, unless such taxes are being challenged in good faith in accordance with applicable procedures.

ARTICLE VI. Covenants of Buyer Pending the Closing.

Buyer covenants and agrees that, from the date of this Agreement to and including the Closing, it will take, or refrain from taking, the following actions:

6.1. Representation and Warranties. Buyer shall give notice to Seller promptly upon the occurrence of, or upon becoming aware of the impending or threatened occurrence of, any event that would cause or constitute a material breach of any of the representations and warranties of Buyer in this Agreement.

6.2. Confidential Information. Whether or not the transactions contemplated by this Agreement are consummated, Buyer shall not disclose to third parties other than its employees and agents for purposes of consummating the transactions contemplated hereby (who shall also be made subject to the restrictions of this Section), any information, whether or not in writing, received from Seller or its agents in the course of investigating, negotiating, and performing the transactions contemplated by this Agreement except as may otherwise be required by applicable law or government regulation: provided, that no information shall be deemed to be confidential that (1) becomes publicly known or available other than through disclosure by Buyer; (2) is rightfully received by Buyer from a third party; or (3) is independently developed by Buyer. Upon termination of this Agreement, all originals of material provided by Seller to Buyer shall be returned to Seller and all copies thereof destroyed.

6.3. Consummation of Agreement. Buyer shall fulfill and perform all conditions and obligations to be fulfilled and performed by Buyer under this Agreement and make every reasonable effort to cause the transactions contemplated by this Agreement to be fully carried out.

6.4. Notice of Proceedings. Buyer will promptly (and in any event within five (5) business days) notify Seller upon becoming aware of any actual or threatened Litigation relating to Buyer, the Station, the Station Assets, or the consummation of this Agreement or any transaction contemplated herein.

6.5. Control of Station. Prior to Closing, Buyer shall not, directly or indirectly, control, supervise, direct, or attempt to control, supervise or direct the operations of the Station, and all such operations, including complete control and supervision of all of the Station's programming, employees, and finances, shall be the sole responsibility of Seller until the Closing.

ARTICLE VII. Conditions Precedent to Obligation of Seller to Close.

The obligation of Seller to consummate the transactions under this Agreement is subject to the fulfillment of the following conditions prior to or at the Closing:

7.1. Representations, Warranties, and Covenants.

7.1.1. Buyer's Representations and Warranties. Each of the representations and warranties of Buyer contained in this Agreement shall have been and remain accurate in all material respects as of the date when made and as of the Closing Date (except for those representations and warranties already subject to a materiality qualification and, as to those, the representations and warranties shall have been and remain accurate in all respects); and

7.1.2. Buyer's Performance Under Agreement. Buyer shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by Buyer prior to or at the Closing (except for those covenants and agreements already subject to a materiality qualification and, as to those, the covenants and agreements shall have been performed or complied with by Buyer in all respects).

7.2. Buyer's Deliveries. Buyer shall have delivered to Seller (1) a certificate executed by Buyer, dated the Closing Date, certifying to the fulfillment of the conditions set forth in Sections 7.1.1. and 7.1.2, (2) the director resolutions identified in Section 3.7 of this Agreement, (3) the Promissory Note, and (4) any other documents reasonably requested by Seller necessary to consummate the proposed transaction.

7.3. Proceedings. No Litigation shall have been instituted or threatened by or before any court, arbitrator, or governmental authority, and no order, decree or judgment shall have been rendered by any court, arbitrator, or governmental authority which (1) questions or negates the validity or legality of any transactions contemplated hereby, (2) seeks to or does enjoin any transaction contemplated hereby, (3) seeks or awards material damages on account of the consummation of any transaction contemplated hereby, or (4) involves a petition of bankruptcy or receivership by or against Buyer or is an assignment by Buyer for the benefit of creditors.

7.4. FCC Approval. The FCC Order contemplated by this Agreement shall have been granted without any conditions materially adverse to Seller and shall have become a Final Order (unless Seller waives the requirement that the Order become a Final Order).

ARTICLE VIII. Conditions Precedent to Obligation of Buyer to Close.

The obligation of Buyer to consummate the transactions under this Agreement is subject to the fulfillment of the following conditions prior to or at the Closing:

8.1. Representations, Warranties, and Covenants.

8.1.1. Seller's Representations and Warranties. Each of the representations and warranties of Seller contained in this Agreement shall have been and remain accurate in all material respects as of the date when made and as of the Closing Date (except for those representations and warranties already subject to a materiality qualification and, as to those, the representations and warranties shall have been and remain accurate in all respects); and

8.1.2. Seller's Performance Under Agreement. Seller shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or at the Closing (except for those covenants and agreements already subject to a materiality qualification and, as to those, the covenants and agreements shall have been performed or complied with by Buyer in all respects).

8.2. Seller's Deliveries. Seller shall have delivered to Buyer (1) a certificate executed by an officer of Seller, dated the Closing Date, certifying to the fulfillment of the conditions set forth in Sections 8.1.1. and 8.1.2., and (2) the resolutions of Seller's member(s) identified in Section 2.12 of this Agreement.

8.3. Proceedings. No Litigation shall have been instituted or threatened by or before any court, arbitrator, or governmental authority, and no order, decree or judgment shall have been rendered by any court, arbitrator, or governmental authority which (1) questions or negates the validity or legality of any transaction contemplated hereby, (2) seeks to or does enjoin any transaction contemplated hereby, (3) seeks or awards material damages on account of the consummation of any transaction contemplated hereby, or (4) involves a petition of bankruptcy or receivership by or against Seller or is an assignment by Seller for the benefit of creditors.

8.4. Damage to Station Assets.

8.4.1. No Material Damage. There shall not have been any material damage to any material portion of the Station Assets which has not been repaired or replaced on or prior to Closing, and, except as otherwise permitted herein, the Station will have remained on air continuously from the date of this Agreement to and including the Closing Date (excluding downtime occasioned by routine maintenance).

8.4.2. Risk of Loss. The risk of loss or damage to any Station Asset prior to the Closing shall be upon Seller. In consultation with Buyer, Seller shall repair, replace and restore any damaged or lost Station Asset to its prior condition as soon as possible and in no event later than the Closing, or, in the alternative, provide a reduction in the Purchase Price by an amount equal to the replacement value of the damaged or lost Station Asset (based on its then present value rather than the cost of a new item) not covered by an assignment to Buyer of insurance proceeds therefor.

8.4.3. Broadcast Interruption. Seller shall promptly notify Buyer upon learning that any of the Station's normal broadcast transmissions are discontinued for more than eight (8) consecutive hours or are in any way impaired in any material manner for more than eight (8) hours (meaning that the Station is operating at less than 90 percent of its licensed power). Seller shall provide Buyer with prompt written notice of the measures being taken to correct such problems. If the Station is not restored to full licensed power within seven (7) days of such event, or if three (3) such events occur with respect to the Station within any thirty (30) day period, then Buyer shall have the right to terminate this Agreement without any liability by providing notice to Seller within ten (10) days of the expiration of the aforementioned 7-day period or the third occurrence of any discontinuance or material impairment.

8.5. FCC Approval. The FCC Order contemplated by this Agreement shall have been granted without any conditions materially adverse to Buyer and shall have become a Final Order (unless Buyer waives the requirement that the Order become a Final Order).

8.6. Lien Search Report. Buyer shall have secured, at its cost, a lien search report, dated no more than ten (10) days prior to Closing, showing that there are no Liens on the Station Assets other than Permitted Encumbrances.

8.7. Modification Application. The Modification Application shall have been granted by the FCC in an order which has become a Final Order.

ARTICLE IX. Indemnification.

9.1. Survival. The several representations, warranties, covenants, and agreements of Seller and Buyer contained in or made pursuant to this Agreement shall be deemed to have been made on and as of the Closing, shall survive the Closing, and shall remain operative and in full force and effect for a period of twelve (12) months after the Closing: provided, that liabilities assumed or retained by Seller or Buyer, as the case may be, pursuant to this Agreement shall remain in effect until such liabilities have been paid or discharged in full.

9.2. Indemnification of Buyer. Subject to Section 9.6 hereof, Seller shall indemnify, defend, and hold Buyer harmless from and against any and all damages, claims, losses, expenses, costs, obligations, and liabilities including, without limiting the generality of the foregoing, liabilities for reasonable attorneys' fees ("Loss and Expense"), suffered, directly or indirectly, by Buyer after the Closing Date by reason of, or arising out of, (1) any breach of a representation or warranty made by Seller pursuant to this Agreement, including but not limited to the representations and warranties in Section 2.6, (2) any failure by Seller to perform or fulfill any of its covenants or agreements set forth in this Agreement, (3) any failure by Seller to pay or discharge any liabilities which remain the responsibility of Seller under this Agreement, (4) any failure of Seller to comply with any bulk sale or similar statute, or (5) any Litigation or claim by any third party relating to the business or operation of the Station prior to the Closing.

9.3. Indemnification of Seller. Subject to Section 9.6 hereof, Buyer shall indemnify, defend and hold Seller harmless from and against any and all Loss and Expense suffered, directly or indirectly, by Seller after the Closing Date by reason of, or arising out of, (1) any breach of a representation or warranty made by Buyer pursuant to this Agreement, (2) any failure by Buyer to perform or fulfill any of its covenants or agreements set forth in this Agreement, (3) any failure by Buyer to pay or discharge any liabilities assumed pursuant to this Agreement, or (4) any Litigation or claim by any third party relating to the business or operation of the Station after the Closing.

9.4. Notice of Claim. If either Seller or Buyer believes that any Loss and Expense has been suffered or incurred, such party shall notify the other promptly in writing describing such Loss and Expense, the amount thereof, if known, and the method of computation of such Loss and Expense, all with reasonable particularity and containing a reference to the provisions of this Agreement in respect of which such Loss and Expense shall have occurred. If any action at law or suit in equity is instituted by a third party with respect to which any of the parties intends to

claim any liability or expense as Loss and Expense under this Article, such party shall promptly notify the indemnifying party of such action or suit. In no event, however, may the indemnifying party avoid or limit its obligations under this Article by reason of delay unless such delay has prejudiced the indemnifying party, and then the indemnifying party's obligations shall be reduced only to the extent of such prejudice.

9.5. Defense of Third Party Claims. The indemnifying party under this Article shall have the right to conduct and control, through counsel of that party's own choosing, any third party claim, action, or suit at the indemnifying party's sole cost and expense, but the indemnified party may, at that latter party's election, participate in the defense of any such claim, action, or suit at that party's sole cost and expense: provided, that if the indemnifying party shall fail to defend any such claim, action, or suit, then the indemnified party may defend, through counsel of that party's own choosing, such claim, action, or suit and settle such claim, action, or suit, and recover from the indemnifying party the amount of such settlement or of any judgment and the costs and expenses of such defense; and provided further, that the indemnifying party shall be given at least (15) days prior notice of the terms of any proposed settlement thereof so that the indemnifying party may then undertake and/or resume the defense against the claim. The indemnifying party shall not compromise or settle any third party claim, action, or suit without the prior written consent of the indemnified party, which consent will not be unreasonably withheld, conditioned, or delayed: provided, that the indemnified party shall be obligated to provide its consent if such compromise or settlement includes a release for the indemnified party of all liability with respect to the matter being compromised or settled, a reimbursement of the indemnified party for all Loss and Expense incurred in conjunction with the aforesaid claim, action, or suit, and a provision which denies any liability for the claim.

9.6. Limitations. In no event shall any party have any liability for indemnification under Section 9.2(1) or Section 9.3(1) in excess of Fifty Thousand Dollars (\$50,000).

ARTICLE X. Termination.

10.1. Bases for Termination. This Agreement may be terminated immediately on or prior to the Closing under one or more of the following circumstances:

10.1.1. by the mutual consent of Seller and Buyer;

10.1.2. by Seller, if any of the conditions provided in Article 7 hereof have not been met by the time required and have not been waived;

10.1.3. by Buyer, pursuant to Section 8.4, or if any of the other conditions provided in Article 8 hereof have not been met by the time required and have not been waived;

10.1.4. by Seller, if Buyer is in material breach of any representation, warranty, covenant or other agreement under this Agreement (and Seller is not then in material breach of any representation, warranty, covenant or other agreement under this Agreement);

10.1.5. by Buyer, if Seller is in material breach of any representation, warranty, covenant or other agreement under this Agreement (and Buyer is not then in material breach of any representation, warranty, covenant or other agreement under this Agreement);

10.1.6. by Seller or Buyer, if the Closing has not occurred within the time specified in Section 1.6 of this Agreement; or

10.1.7. by either party, if the FCC denies the Application or the Modification Application in an order that becomes a Final Order or the FCC designates the Application or the Modification Application for hearing in an order which has become a Final Order.

10.2. Remedies Upon Termination.

10.2.1. Seller's Remedies. If the Agreement is terminated pursuant to Section 10.1.4., Seller shall be entitled to pursue any and every remedy available at equity or under law.

10.2.2. Buyer's Remedies. If the parties fail to consummate this Agreement on the Closing Date due to Seller's material breach of any representation, warranty, covenant or agreement hereunder, and Buyer is not at that time in material breach of any representation, warranty, covenant or agreement hereunder, then Buyer may terminate the Agreement and pursue any and every remedy available at equity or under law or, in lieu of terminating the Agreement, shall be entitled to obtain specific performance from any court of competent jurisdiction of Seller's performance under this Agreement (without posting bond or other security) and, more specifically, of Seller's obligation to consummate the transactions contemplated hereby (in light of the unique character of the Station Assets and the difficulty, if not impossibility, of quantifying Buyer's damages from Seller's material breach). If any action is brought by Buyer to enforce this Agreement by specific performance, Seller shall waive the defense that Buyer has an adequate remedy at law.

10.3. Notice of Breach. Except for nonpayment of the Purchase Price in accordance with the terms of this Agreement, in the event that any party to this Agreement believes that the other party is in material breach of its representations, warranties or obligations hereunder, such party shall give prompt written notice thereof, detailing the nature of the breach and the steps necessary to cure such breach. For purposes of this Agreement (except in the event of nonpayment of the Purchase Price), no "breach" shall be deemed to have occurred hereunder unless the party alleged to be in breach has been afforded a cure period of at least thirty (30) days following receipt of such notice within which to cure such breach.

10.4. Survival of Confidentiality Obligations. Notwithstanding any other provision of this Agreement, the provisions of Sections 5.6 and 6.2 shall survive any termination of this Agreement.

ARTICLE XI. Miscellaneous.

11.1. Expenses. Except as otherwise provided herein, each party hereto shall be solely responsible for all fees and expenses which it incurs in connection with the transactions contemplated by this Agreement, including, without limitation, legal fees incurred in connection

herewith: provided, that the FCC filing fees for the Application and any taxes or other fees imposed on the assignment or transfer of the Station Assets shall be divided equally between Seller and Buyer.

11.2. Assignments. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party: provided, that Buyer may assign its rights and obligations under this Agreement to another entity controlled by or under common control with Buyer (with the understanding that Buyer shall nonetheless remain liable to Seller hereunder in the event that such assignee fails to fulfill its obligations hereunder).

11.3. Further Assurances. From time to time prior to, at and after the Closing, each party will execute all such instruments and take all such actions any other party shall reasonably request in connection with effectuating the intent and purpose of this Agreement and all transactions contemplated by this Agreement, including, without limitation, the execution and delivery of any and all confirmatory and other instruments in addition to those to be delivered at the Closing.

11.4. Notices. All notices and other communications authorized or required by this Agreement shall be in writing, shall be delivered by personal delivery, by email, or by overnight delivery service (charges prepaid). Notices shall be delivered to each party at the following addresses (or at such other address as any party may designate in writing to the other parties):

If to Buyer, to:

Richard G. Kinard, Chief Executive Officer
Gaffney Broadcasting, Incorporated
15 Pristine Drive
Greer, SC 29650
Email: kinardrg@bellsouth.net

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

Lewis J. Paper, Esq.
Dickstein Shapiro LLP
1825 Eye Street, NW
Washington, DC 20006-5403
Email: PaperL@dicksteinshapiro.com

If to Seller, to:

Tower Above Media, LLC
c/o WLFJ-FM Radio
2420 Wade Hampton Blvd.
Greenville, SC 29615
Attn: Ted McCall, Manager
Email: ted.mccall@gmail.com

11.5. Law Governing. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina without regard to conflict of laws provisions.

11.6. Waiver of Provisions. The terms, covenants, representations, warranties, and conditions of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of this Agreement shall not affect the exercise of a party's rights at a later date. No waiver by any party of any condition or the breach of any provision, term, covenant, representation, or warranty contained in this Agreement in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation, or warranty of this Agreement. No practice of the parties shall, by itself, be deemed a waiver of any right hereunder.

11.7. Counterpart Signatures. This Agreement may be executed in counterparts, and all counterparts so executed shall collectively constitute one agreement, binding on both parties hereto, notwithstanding that both parties are not signatory to the original or the same counterpart. Facsimile and electronically-delivered signatures shall be sufficient to make this Agreement binding.

11.8. Reimbursement of Legal Expenses. If a formal legal proceeding is instituted by a party to enforce that party's rights under this Agreement, the party prevailing in the proceeding shall be reimbursed by the other party for all reasonable costs incurred thereby, including but not limited to reasonable attorneys' fees.

11.9. Publicity. Except as required by applicable law or government regulation, or with the other party's express written consent, which shall not be unreasonably withheld, no party to this Agreement shall issue any press release or make any public statement (oral or written) regarding the transactions contemplated by this Agreement.

11.10. Seller's Access to Records. Any records delivered to Buyer by Seller relating to the operation of the Station or Seller's business shall be maintained by Buyer for a period of three (3) years after the Closing Date. Upon reasonable prior notice, Seller shall be entitled to inspect and copy any of such records for purposes of preparing and completing any tax returns or other compilations of its operation of the Station. In the event that it wishes to dispose of such records, Buyer shall give Seller thirty (30) days' prior written notice and an opportunity to retrieve such records at Seller's expense.

11.11. Entire Agreement. This Agreement and the documents referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof, supersede and cancel any and all prior or contemporaneous agreements and understanding between them with respect to the subject matter hereof, and may not be amended except in a writing signed by the parties.

ARTICLE XII. Rules of Construction.

12.1. Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

12.1.1. “Knowledge” means actual knowledge of Ted McCall (in the case of Seller) or of Richard G. Kinard (in the case of Buyer) without any independent investigation.

12.1.2. “Ordinary Course of Business” means the ordinary course of business of the Station consistent with past practices and customs (including with respect to quantity and frequency).

12.2. Number and Gender. Whenever the context so requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be construed to mean or include any other gender or genders.

12.3. Headings and Cross-references. Headings of the sections have been included for convenience of reference only and shall in no way limit or affect the meaning or interpretation of the specific provisions of this Agreement. All cross-references to sections herein shall mean the section of this Agreement unless otherwise stated or clearly required by the context. Words such as “herein” and “hereof” shall be deemed to refer to this Agreement as a whole and not to any particular provision of this Agreement unless otherwise stated or clearly required by the context. The term “including” means “including without limitation.”

12.4. Computation of Time. Whenever any time period provided for in this Agreement is measured in “business days,” there shall be excluded from such time period each day that is a Saturday, Sunday, recognized federal legal holiday, or other day on which the FCC’s offices are closed and are not reopened prior to 7:00 p.m. Washington, D.C. time. In all other cases all days shall be counted.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year written above.

TOWER ABOVE MEDIA, LLC

By: Ted McCall
Ted McCall
Manager

GAFFNEY BROADCASTING,
INCORPORATED

By: _____
Richard G. Kinard
Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year written above.

TOWER ABOVE MEDIA, LLC

By: _____
Ted McCall
Manager

GAFFNEY BROADCASTING,
INCORPORATED

By: 
Richard G. Kinard
Chief Executive Officer