

OPTION

AGREEMENT made this 13 day of November, 2002, between Beckham Palmer, III., Receiver (the "Receiver") and Ellis J. Parker ("Parker") (hereinafter collectively referred to as "Optionors") and John Sisty Enterprises, Inc. (hereinafter referred to as "Optionee").

WITNESSETH:

WHEREAS, the Receiver is the licensee of WNPT-FM, Linden, Alabama, FCC Facility ID No. 37721 (the "Station"), pursuant to authorizations issued by the Federal Communications Commission (the "Commission"), and holds as a receiver certain assets used in the operation of the Station; and

WHEREAS, Parker owns certain assets which are currently being leased to the Receiver for use in the operation of the Station; and

WHEREAS, Optionee desires to secure the grant of an Option to purchase the authorizations and assets of the Station held by the Receiver, as well an option to purchase those assets owned by Parker, and leased to the Receiver for use in the operation of the Station; and

WHEREAS, Optionors are willing to grant such an Option for the consideration and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00), Optionee's undertaking to provide programming to the Station, pursuant to the terms of a Time Brokerage Agreement, executed this date, and the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE I GRANT OF OPTION

1.01 The Optionors hereby grant to the Optionee an exclusive and irrevocable option to purchase:

- (a) the authorizations issued by the Commission for the operation of the Station;
- (b) all of the assets held by the Receiver for use in the operation of the Station; and
- (c) all of the assets owned by Parker, which are currently being leased to the Receiver for use in the operation of the Station, as more particularly described in Exhibit A, hereto, excluding only the real estate upon which the studio and transmitter site are located, subject to Section 4.02, hereof. The total purchase price for the above described assets, as well as the assignment of the lease for the realty in accordance with Section 4.02, hereof, shall be FOUR HUNDRED FIFTY THOUSAND (\$ 450,000.00).

The purchase price shall be financed by Parker over a term of Five (5) years, payable in Sixty (60) equal monthly installments of \$ 2,500.00, plus a payment of Three Hundred Thousand Dollars (\$ 300,000.00) to be paid on the first day of the 61st month following closing.

The purchase price shall be allocated by mutual agreement of the parties upon the exercise of the option; provided, however, that in the event the parties have reached no agreement within fourteen (14)

days following the exercise of the option they will retain the services of a qualified appraiser who shall determine the value of the tangible assets being sold by the Receiver and Parker and shall determine the value of the intangible assets held by the Receiver by deducting the values of all tangible assets from the total purchase price. The cost of such appraisal shall be shared equally by the parties.

ARTICLE II OPTION TERM

2.01 The Option granted hereunder shall be for a term of Eighteen (18) months from the date hereof.

ARTICLE III EXERCISE OF THE OPTION

3.01 The option granted hereunder must be exercised, if at all, within Eighteen (18) months from the date hereof.

3.02 During the term of the option, Optionee may at any time during said term, exercise the option granted hereunder by written notice to the Optionors in accordance with the provisions of Section 5.07, hereof. Such Notice shall be promptly followed by preparation and execution by the parties of an asset sale agreement, containing the terms set forth herein, as well as those terms and conditions customarily included in such agreements.

ARTICLE IV ADDITIONAL PROVISIONS

4.01 The Receiver agrees to file an application with the FCC, if requested by Optionee, seeking a construction permit to modify the Station's licensed facilities; provided, however, that all costs associated with the preparation, filing and prosecution of such application shall be advanced by Optionee to Receiver, as incurred. The Optionee shall have the right to specify the attorney and technical consultant responsible the preparation, filing and prosecution of the application. In the event a construction permit is issued by the FCC during the term of this Agreement, the Receiver shall have the right, but shall be under no obligation to construct the facilities so authorized.

4.02 Optionors agree that upon exercise of the option and consummation of the assignment of license and assets contemplated herein, that the lease from Parker to the Receiver for the real property upon which the Station's transmitter and studio sites are located shall be assigned to Optionee as part of the transaction contemplated. At such time Parker agrees to amend the lease to provide for a for a term of Fifteen (15) years and a rental rate of ~~Fifty~~ ^{Fifty} Dollars \$ 50,000 per month and to provide that the lease may be terminated by Optionee upon Six (6) months notice.

500,000

BP
50

ARTICLE V
GENERAL

5.01 It shall be the obligation of the Receiver to file a copy of this Agreement with the Commission within thirty (30) days of the date of its execution, as required by the Commission's Rules.

5.02 It is understood by the parties hereto that control of the Station shall remain with the Receiver at all times during the term of this Option and upon its exercise, until such time as the Commission has granted approval to the assignment thereof.

5.03 Optionors and Optionee represent and mutually covenant that neither the execution of this Agreement nor the exercise of the option granted herein shall conflict with or constitute a default under any other agreement or commitment which is binding upon them.

5.04 This Agreement shall be construed and interpreted according to the laws of the State of Alabama.

5.05 Neither this Agreement nor any term or provision hereof may be changed in any manner other than by an instrument in writing signed by the parties against which the enforcement of the change, waiver, discharge or termination is sought.

5.06 This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

5.07 Any notice, demand, waiver or consent required or permitted hereunder shall be in writing and shall be effective upon delivery, if given by personal delivery, or upon attempted delivery, if given by prepaid overnight courier or prepaid certified mail, return receipt requested, to the appropriate party at the following address or at such other address as such party may by written notice designate as its address for purposes of notice hereunder:

To Receiver: Beckham Palmer, III., Receiver
Palmer & Co., CPAs
2728 6th Street
Tuscaloosa, AL 35401

To Parker: Ellis J. Parker
c/o Woodford W. Dinning, Jr., Esquire
Lloyd, Dinning, Boggs & Dinning
Post Office Drawer 740
Demopolis, AL 36732-0740

To Optionee: John Sisty, President
John Sisty Enterprises, Inc.
3738 Carisbrooke Drive
Birmingham, AL 35226

5.08 ~~The parties recognize that the assets subject to this Agreement are unique and that in the event Optioners or either of them should refuse to perform under the provisions of this Agreement, monetary damages alone will not be adequate. Accordingly, Optionee shall be entitled to obtain specific performance of all terms of this Agreement. In the event of any action to enforce this Agreement, Optioners hereby waive the defense that there is an adequate remedy at law.~~

*delete
omit
void*

5.09 In the event any party undertakes legal action to enforce its rights hereunder, it shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and other costs of such action.

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

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date first above written.

Be Palmer III

BECKHAM PALMER, III., RECEIVER

ATTEST:

Stacy Sully

Ellis J. Parker
ELLIS J. PARKER

ATTEST:

Stacy Sully

JOHN SISTY ENTERPRISES, INC.

By: *John Sisty*
President

ATTEST:

Stacy Sully

Equipment List WNPT-FM

- 1 - MixTrax 90 Audio Console
- 2- 3 Dynamax Cart machines
- 3- Teac Real Tape Recorder
- 4- 8- CD players
- 5- 2 Automation Computers (Out Dated)
- 6- BE FM-20 Transmitter
- 7- 2 Studio to Transmitter Links
- 8- Teac Audio Board
- 9- Remote Control for Transmitter
- 10-SageEAS
- 11- Various Replacement Parts for Transmitter and MixTrax Console
- 12-Orban 8100 Audio Processor
- 13-600 foot Rohn Tower with ERI Antenna