

**Exhibit 5**  
**Agreements to Assignment**

MAGIC BROADCASTING ALABAMA LICENSING, LLC, by the instant and two concurrently submitted applications, seeks Commission consent to assign the licenses for the following broadcast stations to the assignee listed below:

<b>Call Sign</b>	<b>Community of Lic.</b>	<b>Fac. ID</b>	<b>Proposed Assignee</b>
WKMX	Enterprise, AL	73179	Gulf South Communications, Inc.
WTVY-FM	Dothan, AL	73639	Gulf South Communications, Inc.
WLDA	Slocomb, AL	60591	Southeast Alabama Broadcasters, LLC
WJRL-FM	Fort Rucker, AL	63945	Southeast Alabama Broadcasters, LLC
WBBK-FM	Blakely, GA	41207	Alabama Media Interests, LLC

\* \* \*

The parties are submitting with the instant application a copy of the Asset Purchase Agreement by and among SOUTHEAST ALABAMA BROADCASTERS, LLC, an Alabama limited liability company ("Buyer"), MAGIC BROADCASTING, LLC, a Florida limited liability company ("Magic"), MAGIC BROADCASTING ALABAMA, LLC, an Alabama limited liability company ("Magic Alabama"), MAGIC BROADCASTING ALABAMA LICENSING, LLC, an Alabama limited liability company ("Magic Alabama License", and together with Magic and Magic Alabama, the "Seller"), and DURDEN ENTERPRISES, LLC, a Florida limited liability company ("Durden"), dated as of February 8, 2011 (herein the "Asset Purchase Agreement").

The following Schedules to the Asset Purchase Agreement are not being submitted with the instant application because they contain material that either is proprietary, not germane to the Commission's evaluation of this application, or already in the Commission's possession<sup>1</sup>:

<u>SCHEDULE</u>	<u>SCHEDULE NAME</u>
Schedule 1.1 -	Assumed Liabilities
Schedule 1.2 -	Contracts
Schedule 1.3 -	Equipment
Schedule 1.4 -	Intangible Property
Schedule 1.5 -	Leases – Real Property and Equipment
Schedule 1.7 -	Motor Vehicles
Schedule 1.8 -	Permitted Liens
Schedule 1.9 -	Real Property
Schedule 1.10 -	Retained Assets
Schedule 4.3 -	Absence of Conflicting Agreements – Approvals and Consents
Schedule 4.5 -	Title to Purchased Assts; Liens and Encumbrances
Schedule 4.6 -	Equipment Exceptions
Schedule 4.7 -	Contracts Exceptions
Schedule 4.8 -	Intangible Property Exceptions

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<sup>1</sup> See *LUJ, Inc.*, Memorandum Opinion and Order, 17 FCC Rcd 16980 (2002), Public Notice, DA 02-2049 (rel. Aug. 22, 2002).

Schedule 4.9 -	Real Property - Legal Description - Permitted Liens
Schedule 4.10 -	Seller's Financing Leases Exceptions
Schedule 4.11 -	Undisclosed Liabilities
Schedule 4.12 -	Litigation; Labor Disputes; Compliance with Laws
Schedule 4.13 -	Taxes
Schedule 4.14 -	Governmental Authorizations
Schedule 4.15 -	Compliance with FCC Requirements
Schedule 4.16 -	Insurance
Schedule 4.18 -	Seller's Employees
Schedule 4.19 -	ERISA
Schedule 4.20 -	Environmental Compliance

Information contained in these Schedules will be provided to the Commission upon request, subject to the parties' rights, where appropriate, to submit such information subject to regulations restricting public access to confidential and proprietary information.

**PURCHASE AND SALE AGREEMENT**  
**BY AND AMONG**  
**MAGIC BROADCASTING, LLC**  
**MAGIC BROADCASTING ALABAMA, LLC**  
**MAGIC BROADCASTING ALABAMA LICENSING, LLC**  
**(COLLECTIVELY, “SELLER”)**  
**AND**  
**SOUTHEAST ALABAMA BROADCASTERS, LLC**  
**(“BUYER”)**  
**AND**  
**DURDEN ENTERPRISES, LLC (SOLELY FOR PURPOSES OF ARTICLE 9)**  
**February 8, 2011**

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EXHIBIT "B" – Bill of Sale and Assignment

EXHIBIT "C" – Buyer's Closing Certificate

EXHIBIT "D" – Contract Assignment

EXHIBIT "E" – Escrow Agreement

EXHIBIT "F" – Lease Assignment

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EXHIBIT "H" – Seller's Closing Certificate

EXHIBIT "I" – Trademark Assignment

## **LIST OF SCHEDULES**

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<u>Schedule 1.2</u>	-	Contracts
<u>Schedule 1.3</u>	-	Equipment
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<u>Schedule 4.19</u>	-	ERISA
<u>Schedule 4.20</u>	-	Environmental Compliance



## PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT is made as of this 8<sup>th</sup> day of February, 2011, by and among SOUTHEAST ALABAMA BROADCASTERS, LLC, an Alabama limited liability company ("Buyer"), MAGIC BROADCASTING, LLC, a Florida limited liability company ("Magic"), MAGIC BROADCASTING ALABAMA, LLC, an Alabama limited liability company ("Magic Alabama"), MAGIC BROADCASTING ALABAMA LICENSING, LLC, an Alabama limited liability company ("Magic Alabama License", and together with Magic and Magic Alabama, the "Seller"), and DURDEN ENTERPRISES, LLC, a Florida limited liability company ("Durden"), solely for purposes of Article 9.

### RECITALS

A. Seller is engaged in the business of radio broadcasting and presently owns the assets of and operates, among other stations, commercial radio broadcast stations WLDA-FM, licensed to Slocomb, Alabama, and WJRL-FM, licensed to Fort Rucker, Alabama (collectively, the "Stations").

B. Seller is willing to sell to Buyer and Buyer is willing to purchase from Seller, substantially all of the assets, business, properties and rights of Seller related to the conduct of the Stations on the terms and subject to the conditions set forth herein.

C. Simultaneously herewith, Seller and Gulf South Communications, Inc., an Alabama corporation ("Gulf South") are entering into a Purchase and Sale Agreement (the "WKMX/WTVE Purchase Agreement") pursuant to which Seller has agreed to sell to Gulf South and Gulf South has agreed to purchase from Seller, substantially all of the assets, business, properties and rights of Seller related to the conduct of radio broadcast stations WKMX and WTVE-FM, on the terms set forth in the WKMX/WTVE Purchase Agreement.

D. Simultaneously herewith, Buyer and Southeast are entering into a Purchase and Sale Agreement (the "WDBT/WESP Purchase Agreement") pursuant to which Gulf South has agreed to sell to Buyer and Buyer has agreed to purchase from Gulf South, substantially all of the assets, business, properties and rights of Buyer related to the conduct of radio broadcast station WDBT and WESP, on the terms set forth in the WDBT/WESP Purchase Agreement. (The WKMX/WTVE Purchase Agreement and the WDBT/WESP Purchase Agreement are referred to herein collectively as the "Related Purchase Agreements").

E. The closing of the transactions contemplated by this Agreement are conditioned upon the simultaneously closing of the transactions contemplated by the Related Purchase Agreements.

NOW, THEREFORE, in consideration of the Recitals and of the mutual covenants, conditions and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it hereby is agreed as follows:

## ARTICLE 1

### DEFINITIONS

**1.1 Definitions.** When used in this Agreement (including the Schedules), the following terms shall have the meanings specified:

**“Accounts Receivable”** shall mean the accounts receivable of Seller as of the Closing Date, determined in accordance with GAAP, but excluding any non-cash receivables.

**“Accountants”** shall have the meaning set forth in Section 2.4(d).

**“Adjustment Amount”** shall have the meaning set forth in Section 2.4(c).

**“Adjustment List”** shall have the meaning set forth in Section 2.4(c).

**“Agreement”** shall mean this Purchase and Sale Agreement, together with the Schedules and the Exhibits attached hereto, as the same shall be amended from time to time in accordance with the terms hereof.

**“A/R Consideration”** shall mean the amount payable by Buyer in respect of Seller’s Accounts Receivable that have been billed by Seller as of the Closing Date, calculated in accordance with Section 2.5.

**“A/R Debtors”** shall have the meaning set forth in Section 2.5(b).

**“Assumed Liabilities”** shall mean (i) the liabilities of Seller, if any, listed on SCHEDULE 1.1, (ii) the obligations of Seller under the Contracts and Leases listed on SCHEDULE 1.2 and SCHEDULE 1.5 arising from and accruing with respect to the operation of the Stations after the Closing Date, except those Contracts, if any, relating to the Retained Assets.

**“Assumption Agreement”** shall mean an instrument in the form of EXHIBIT “A” attached hereto by which the Assumed Liabilities are to be accepted by Buyer.

**“Bill of Sale and Assignment”** shall mean an instrument in the form of EXHIBIT “B” attached hereto, by which Seller will convey to Buyer title to the Purchased Assets.

**“Buyer”** shall mean SOUTHEAST ALABAMA BROADCASTERS, LLC, an Alabama limited liability company.

**“Buyer Indemnified Parties”** shall have the meaning set forth in Section 9.1.

**“Buyer’s Closing Certificate”** shall mean the certificate of Buyer in the form of EXHIBIT “C” attached hereto.

**“Buyer’s Information”** shall have the meaning set forth in Section 11.9(b).

**"Claims"** shall have the meaning set forth in Section 9.1.

**"Closing"** shall mean the conference to be held at 10:00 a.m., Atlanta, Georgia time on the Closing Date at the offices of Greenberg Traurig, LLP, 3290 Northside Parkway, Suite 400, Atlanta, Georgia 30327, or at such other time and place as the parties may mutually agree to in writing, at which the transactions contemplated by this Agreement shall be consummated. Notwithstanding the foregoing, either party may elect to hold the Closing by electronic exchange of documents without attending such conference.

**"Closing Date"** shall mean (a) the date that is ten (10) days after the date on which the FCC Consent and the Related FCC Consents have been granted, or (b) such other date as Buyer and Seller may agree upon in writing. The Closing shall be deemed effective as of 12:01 a.m. on the Closing Date (the "Closing Date").

**"Code"** shall mean the Internal Revenue Code of 1986, as amended.

**"Communications Law"** means the Communications Act of 1934, as amended, together with the rules, regulations and policies of the FCC.

**"Contract Assignment"** shall mean an instrument, in the form of EXHIBIT "D" attached hereto, by which Seller assigns the Contracts to Buyer and Buyer assumes the then remaining rights and obligations of Seller under the Contracts.

**"Contracts"** shall mean those agreements, written or oral, express or implied, which are listed on SCHEDULE 1.2 (other than those included in the Retained Assets and other than the Leases) under which Seller conducts the business of the Station.

**"Customer Lists"** shall mean all lists, documents, written information and computer tapes and programs and other computer readable media in Seller's possession concerning past, present and potential purchasers of services from the Station.

**"Durden"** shall have the meaning set forth in the first paragraph of this Agreement.

**"Earnest Money"** shall mean the sum of Fifty Thousand Dollars (\$50,000), to be deposited by Buyer with the Escrow Agent on the date hereof, to be held by Escrow Agent in accordance with the terms and provisions of this Agreement and the Escrow Agreement.

**"Environmental Laws"** shall mean the rules and regulations of the FCC, the Environmental Protection Agency and any other federal, state or local government authority pertaining to human exposure to RF radiation and all applicable rules and regulations of federal, state and local laws, including statutes, regulations, ordinances, codes, rules and policies, as the same may be amended through the Closing Date, relating to the release of Hazardous Materials, emissions of air pollutants, discharge of water pollutants or the generation, treatment, storage or disposal of solid waste or otherwise relating to the environment or Hazardous Materials or toxic substances, including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, regulations of the Environmental Protection Agency, the Toxic Substance Control

Act, regulations of the Nuclear Regulatory Agency, and counterpart or similar regulations of any applicable state agency, department, district or board including but not limited to any state department of public health, natural resources or the environmental protection agency as now or at any time prior to Closing in effect.

**“Equipment”** shall mean all machinery, equipment, furniture, fixtures, furnishings, vehicles, toolings, parts, tubes, tapes, microwaves, transponders, relays and other items of tangible personal property, together with any additions, modifications, alterations or improvements thereto, owned or leased by Seller and used or useful in the operation of the Stations, including, but not limited to, those items listed on SCHEDULE 1.3.

**“ERISA”** shall mean the Employee Retirement Income Security Act of 1974, as amended.

**“Escrow Agent”** shall mean Media Venture Partners or other financial institution mutually agreeable to Buyer and Seller.

**“Escrow Agreement”** shall mean the Escrow Agreement substantially in the form of EXHIBIT “E” attached hereto among Escrow Agent, Buyer and Seller to be entered into simultaneously with Buyer's delivery of the Earnest Money.

**“Event of Loss”** shall mean any loss, taking, condemnation, or destruction of, or damage to, any of the Purchased Assets or the Stations.

**“FAA”** shall have the meaning set forth in Section 4.15.

**“FCC”** shall mean the Federal Communications Commission.

**“FCC Consent”** shall mean action by the FCC granting its written consent to the assignment of the Licenses from Seller to Buyer.

**“FCC Licenses”** shall have the meaning set forth in the definition of Licenses.

**“Financing Leases”** shall have the meaning set forth in Section 4.10(g).

**“Hazardous Materials”** shall mean any wastes, substances or materials (whether solids, liquids or gases) that are deemed hazardous, toxic, pollutants or contaminants, including, without limitation, substances defined as “solid or hazardous wastes,” “hazardous substances,” “toxic substances,” “radioactive materials,” or other similar designations in, or otherwise subject to regulation under, any Environmental Laws, including but not limited to hazardous substances listed in 40 CFR Parts 302 and 313, and RCRA characteristic and listed hazardous wastes. “Hazardous Materials” includes but is not limited to polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious wastes, radioactive materials and wastes and petroleum and petroleum products (including, without limitation, crude oil or any fraction thereof).

**“Indemnitee”** shall have the meaning set forth in Section 9.4(a).

**“Indemnitor”** shall have the meaning set forth in Section 9.4(a).

**"Indemnity Cap"** shall have the meaning set forth in Section 9.3(c).

**"Intangible Property"** shall mean: (a) all trademarks, service marks, copyrights (whether or not registered) and registrations and applications therefor, trade names, trade secrets, confidential know-how, designs, inventions, software, formulae, jingles, slogans, logos and similar proprietary information owned or used by, or in any way relating to, the Stations, (b) all of the rights of Seller in and to the call letters WLDA and WJRL-FM and any related Internet domain name, (c) all Internet Websites and (d) all goodwill associated therewith, a complete list of which (consisting of the items described in (a), (b) and (c) above) is set forth on SCHEDULE 1.4.

**"Internet Website"** shall mean all of the interests of Seller in all Internet websites, including, without limitation, all internet domain leases and domain names of the Stations, the unrestricted right to the use of HTML content located at and publicly accessible from these domain names, and the "visitor" email data base for those sites.

**"Knowledge of Seller" and "Seller's Knowledge"** shall mean the actual knowledge of any of the general manager and chief engineer of the Stations, and of the CEO and CFO of Seller.

**"Leases"** shall mean those leases of Real Property and Equipment related to the Stations as listed on SCHEDULE 1.5;

**"Lease Assignment"** shall mean the Assignment and Assumption of Leases in the form of Exhibit "F" attached hereto, by which Seller shall assign to Buyer the Leases or in the case of Leases of Real Property, in such other form as is reasonably acceptable to the Title Company;

**"License Assignment"** shall mean an instrument in the form of EXHIBIT "G" attached hereto, by which Seller shall assign to Buyer the Licenses.

**"Licenses"** shall mean all licenses, permits and authorizations issued to Seller by the FCC (the "FCC Licenses") or issued to Seller by any federal, state or local governmental authority other than the FCC, with respect to the operation of the Stations, including all amendments, renewals, extensions and applications therefor, and all public inspection files and other required records of Seller, including, without limitation, those required by the FCC, all of which are listed on SCHEDULE 1.6.

**"Lien"** shall mean any mortgage, deed of trust, pledge, hypothecation, security interest, encumbrance, claim, lien, lease (including any capitalized lease) or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, affecting any assets or property, including any agreement to give or grant any of the foregoing, any conditional sale or other title retention agreement and the filing of or agreement to give any financing statement with respect to any assets or property under the Uniform Commercial Code of the State of Alabama or a comparable law of any jurisdiction.

**"Miscellaneous Assets"** shall mean all tangible and intangible assets used or useable in the operation of the Stations and not otherwise specifically referred to in this Agreement,

including any warranties relating to any of the Purchased Assets, excepting therefrom only the Retained Assets.

**“Motor Vehicles”** shall mean all motor vehicles owned by Seller related to the operation of the Stations including without limitation those listed on SCHEDULE 1.7;

**“Permitted Liens”** shall mean shall mean the following Liens: (a) Liens existing on the Closing Date to remain on the Purchased Assets after the Closing as listed on SCHEDULE 1.8; (b) Liens for taxes, assessments or other governmental charges or levies not yet due; and (c) Liens created by or through Buyer.

**“Person”** shall mean any natural person, general or limited partnership, corporation, limited liability company, firm, association or other legal entity.

**“Plan”** shall mean any employee benefit plan within the meaning of Section 3(3) of ERISA, and any other bonus, stock, compensation, retirement, insurance severance or other employee benefit plan maintained by Seller for Station Employee.

**“Purchase Price”** shall mean the sum of Six Hundred Ten Thousand Dollars (\$610,000), as adjusted pursuant to Section 2.4, plus the amount of A/R Consideration determined pursuant to Section 2.5.

**“Purchased Assets”** shall mean the right, title and interest of Seller in and to all properties and assets, real, personal and mixed, tangible and intangible, of every type and description, wherever located, that are owned or leased by Seller and used in the operation of the Stations, other than the Retained Assets, including but not limited to, (i) the Accounts Receivable, (ii) the Contracts, (iii) the Customer Lists, (iv) the Equipment, (v) the Intangible Property, (vi) the Leases, (vii) the Licenses, (viii) the Miscellaneous Assets, (ix) the Motor Vehicles, (x) the Real Property and (xi) the Records.

**“Real Property”** shall mean the real property owned in fee simple or leasehold by Seller more particularly described on SCHEDULE 1.9, and all buildings, improvements and fixtures thereon, together with all strips and gores, rights of way, easements, privileges and appurtenances pertaining thereto, including any right, title and interest of Seller in and to any street adjoining any portion of the Real Property.

**“Records”** shall mean files and records, including schematics, technical information and engineering data, programming information, correspondence, books of account, customer files, purchase and sales records and correspondence, advertising records, files and literature, and FCC logs, files and records, and other written materials, of Seller relating to the Stations.

**“Related FCC Consents”** shall mean action by the FCC granting its written consent to the assignment of the FCC licenses under the Related Purchase Agreements.

**“Related Purchase Agreements”** shall have the meaning set forth in the Recitals.

**“Retained Assets”** shall mean (i) the Cash, (iii) Plans and (iii) those assets listed on SCHEDULE 1.10.

**“Retained Liabilities”** shall mean all the obligations and liabilities of Seller whether now existing or previously or hereafter incurred other than the Assumed Liabilities, which Retained Liabilities shall include, but not be limited to (a) all taxes that result from or have accrued in connection with the operation of the Stations prior to the Closing; (b) liabilities and obligations arising under Contracts transferred to Buyer in accordance herewith to the extent such liabilities and obligations arise during or relate to or have accrued in connection with any period prior to the Closing except to the extent that any such liabilities have been taken into account in adjustments pursuant to Section 2.4; (c) all liabilities related to the Plans; and (d) all liabilities and obligations of Seller under this Agreement and any other agreement entered into in connection herewith;

**“Schedules”** shall mean those schedules referred to in this Agreement which have been delivered concurrently with the execution of this Agreement, and which are hereby incorporated herein and made a part hereof.

**“Seller”** shall mean collectively, Magic Broadcasting Alabama, LLC and Magic Broadcasting Alabama Licensing, LLC, each an Alabama limited liability company, and Magic Broadcasting, LLC, as Florida limited liability company.

**“Seller Indemnified Parties”** shall have the meaning set forth in Section 9.2.

**“Seller’s Closing Certificate”** shall mean, collectively, certificates of Seller in the form of EXHIBIT “H” attached hereto.

**“Seller’s Information”** shall have the meaning set forth in Section 11.9(a).

**“Southeast”** shall have the meaning set forth in the Recitals.

**“Station Employee”** shall mean an employee of Seller who spends substantially all of his or her time working for the Stations as of the Closing Date.

**“Stations”** shall mean the commercial radio stations WLDA-FM, licensed to Slocumb, Alabama, and WJRL-FM, licensed to Fort Rucker, Alabama.

**“Threshold Amount”** shall have the meaning set forth in Section 9.3(c).

**“Title Company”** shall mean Chicago Title Insurance Company or such other title insurance company as may be selected by Buyer.

**“Title Commitment”** shall have the meaning set forth in Section 6.2(a).

**“Title Policies”** shall have the meaning set forth in Section 6.2(a).

**“Trademark Assignment”** shall mean an instrument, in the form of Exhibit “I” attached hereto, by which Seller shall convey to Buyer the Trademarks.

**“Warranty Deeds”** shall mean special warranty deeds in form and substance reasonably satisfactory to Buyer conveying to Buyer title to the Real Property owned by Seller and included in the Purchased Assets, if any.

**“WBBK Purchase Agreement”** shall mean that certain Purchase and Sale Agreement dated on or about the date hereof between and Seller and Alabama Media Investments, LLC relating to the purchase and sale of radio broadcast station WBBK-FM.

**“WKMX/WTVM Purchase Agreement”** shall have the meaning set forth in the Recitals.

**1.2 Singular/Plural; Gender.** Where the context so requires or permits, the use of the singular form includes the plural, and the use of the plural form includes the singular, and the use of any gender includes any and all genders.

## ARTICLE 2

### PURCHASE AND SALE AND ASSUMPTION OF LIABILITIES

**2.1 Purchase and Sale.** At the Closing on the Closing Date, and upon all of the terms and subject to all of the conditions of this Agreement, Seller shall sell, assign, convey, transfer and deliver to Buyer, and Buyer shall purchase all of Seller’s right, title and interest, legal and equitable, in and to the Purchased Assets free and clear of all Liens other than Permitted Liens. Notwithstanding any provision of this Agreement to the contrary, Seller shall not transfer, convey or assign to Buyer, but shall retain, all of its right, title and interest in and to the Retained Assets.

**2.2 Payments at the Closing on the Closing Date.** At the Closing Date, Buyer shall:

- (a) With Seller, direct the Escrow Agent to pay to Seller by wire transfer in immediately available funds the Earnest Money, plus any interest accrued thereon;
- (b) Deposit with the Escrow Agent the A/R Consideration;
- (c) Pay to Seller, by wire transfer in immediately available funds an amount equal to the Purchase Price, less the amount paid pursuant to Section 2.2(a) and (b); and
- (d) Assume the Assumed Liabilities pursuant to the Assumption Agreement.

**2.3 Closing Date Deliveries.** At the Closing on the Closing Date:

- (a) Seller shall deliver, or cause to be delivered to Buyer, properly executed and dated as of the Closing Date (i) the Assumption Agreement; (ii) the Bill of Sale and Assignment; (iii) the Contract Assignment; (iv) the Lease Assignment, (v) the License Assignment; (vi) Seller’s Closing Certificate; (vii) the Trademark Assignment; (viii) the Warranty Deeds; (ix) original title certificates for the Motor Vehicles signed over to Buyer as appropriate, and (x) such other documents as provided in Article 7 hereof or as Buyer shall reasonably request; and



(b) In addition to the payments described in Section 2.2, Buyer shall deliver, or cause to be delivered to Seller, properly executed and dated as of the Closing Date; (i) the Assumption Agreement, (ii) the Bill of Sale and Assignment, (iii) Buyer's Closing Certificate, (iv) the Contract Assignment, (v) the Lease Assignment, (vi) the Trademark Assignment; and (vii) such other documents as provided in Article 8 hereof or as Seller shall reasonably request.

#### **2.4 Adjustments to Purchase Price.**

(a) All expenses, prepaid expenses and accrued expenses of the Stations as of the Closing Date shall, except as otherwise expressly provided herein, be adjusted and allocated between Seller and Buyer to reflect the principle that all expenses arising from the operation of the Stations before the Closing Date shall be for the account of Seller, and all expenses arising from the operation of the Stations from and after the Closing Date shall be for the account of Buyer.

(b) To the extent not inconsistent with the express provisions of this Agreement, the allocations made pursuant to this Section 2.4 shall be made in accordance with generally accepted accounting principles.

(c) Net settlement of the adjustments contemplated under this Section 2.4 shall be made at the Closing to the extent feasible. For items not readily subject to ascertainment at the Closing, the following procedures shall apply: Buyer shall prepare and deliver to Seller within sixty (60) days following the Closing Date, or such later date as shall be mutually agreed to by Seller and Buyer, an itemized list (the "Adjustment List") of all sums to be credited to or charged against the account of Buyer, with a brief explanation thereof. Such list shall show the net amount credited to or charged against the account of Buyer (the "Adjustment Amount"). If the Adjustment Amount is a credit to the account of Buyer, Seller shall pay such amount to Buyer. If the Adjustment Amount is a charge to the account of Buyer, Buyer shall pay such amount to Seller. Payment of the Adjustment Amount shall be made not later than ten (10) business days following the delivery of the Adjustment List.

(d) Not later than ten (10) business days following the delivery of the Adjustment List, Seller may furnish Buyer with written notification of any dispute concerning any items shown thereon or omitted therefrom together with a detailed explanation in support of Seller's position in respect thereof. Buyer and Seller shall consult to resolve any such dispute for a period of ten (10) business days following the notification thereof. In the event of any such dispute, that portion of the Adjustment Amount that is not in dispute shall be paid to the party entitled to receive the same on the day for payment provided in Section 2.4(c). If such ten (10) business day consultation period expires and the dispute has not been resolved, the matter shall be referred to an independent public accounting firm mutually agreed upon by Seller and Buyer (the "Accountants"), which shall resolve the dispute and shall render its decision (together with a brief explanation of the basis therefor) to Buyer and Seller not later than twenty (20) business days following submission of the dispute to it; provided, however, if Buyer and Seller are unable to mutually agree upon an independent public accounting firm, then Buyer and Seller shall each choose an independent public accounting firm and those firms shall appoint a third independent public accounting firm to act as the Accountants. The disputed portion of the Adjustment Amount shall be paid by the party required to pay the same within five (5) business days after the

delivery of a copy of such decision to Seller and Buyer. The fees and expenses of the Accountants shall be shared equally by Seller and Buyer.

## **2.5 A/R Consideration.**

(a) At Closing, the amount of A/R Consideration shall be calculated by Buyer and Seller and shall be equal to the sum of: (i) 100% of all Accounts Receivable as of the Closing Date which are aged less than 60 days, (ii) 90% of all Accounts Receivable as of the Closing Date which are aged between and including 60 and 90 days, and (iii) 85% of all Accounts Receivable as of the Closing Date which are aged more than 90 days.

(b) For a period of 30 days following the Closing Date, Buyer may contact those account debtors owing payment to the Stations as identified on the list of Accounts Receivable as of the Closing Date (“A/R Debtors”) to determine whether any of such accounts receivable are uncollectible; *e.g.*, circumstances in which an A/R Debtor informs Buyer that the account is erroneous (*e.g.*, a billed advertisement did not run or was not ordered), the A/R Debtor states that it is unable to pay, or comparable circumstance, and as to which, based upon the foregoing or other objective evidence as may be available to the Buyer, Buyer shall have reasonably determined the accounts receivable are uncollectible. Not later than 40 days following the Closing Date, Buyer shall provide Seller with a list of those Accounts Receivable that, pursuant to the foregoing, Buyer shall have reasonably determined are uncollectible. Buyer’s list shall provide the basis for its determination, including information stating the contacts made, including when by and to whom, and any written documentation associated therewith. Not later than 40 days after the Closing Date, Seller and Buyer shall mutually notify the Escrow Agent in writing to return to Buyer such amount of the A/R Consideration as shall equal the amount of said uncollectible Accounts Receivable in accordance with the percentage paid (*i.e.* 100%, 90%, or 85%, as applicable) and release the remaining amount of the A/R Consideration to Seller, at which time ownership of such uncollectible Accounts Receivable so determined to be uncollectible shall be transferred by Buyer back to Seller.

**2.6 Non-Assumption of Liabilities.** Except as specifically provided for in this Agreement or the Assumption Agreement, Buyer shall not assume, or in any way become liable for, any liabilities or obligations of Seller of any kind or nature, whether accrued, absolute, contingent or otherwise, or whether due or to become due, or otherwise, whether known or unknown, arising out of events, transactions or facts which shall have occurred, arisen or existed on or prior to the Closing Date, which liabilities and obligations, if ever in existence, shall continue to be liabilities and obligations of Seller.

**2.7 Taxes.** All federal, state, local and other sales and use taxes, and the State of Alabama real estate transfer tax, applicable to, imposed upon or arising out of the transfer to Buyer of the Purchased Assets as contemplated by this Agreement shall be paid by Seller.

**2.8 Risk of Loss.** Subject to Sections 7.4 and 10.1 hereof, the risk of all Events of Loss prior to the Closing Date shall be upon Seller and the risk of all Events of Loss at or subsequent to the Closing Date shall be upon Buyer.

**2.9     Allocation of Purchase Price.** Within 30 days after the Closing, the parties shall mutually agree upon the allocation of the Purchase Price among the Purchased Assets, based on the residual method of allocating assets or as otherwise agreed to by the parties. Buyer and Seller each agree to report such allocation to the Internal Revenue Service in the form required by Treasury Regulation 1.1060T.

## **ARTICLE 3**

### **GOVERNMENTAL APPROVALS AND CONTROL OF STATION**

**3.1     FCC Consent** It specifically is understood and agreed by Buyer and Seller that the Closing shall be in all respects subject to the receipt of prior FCC Consent. Buyer and Seller shall prepare and file with the FCC as soon as practicable but, in no event later than ten days after the date hereof, the requisite applications and other necessary instruments or documents requesting the FCC Consent. After the aforesaid applications and documents have been filed with the FCC, Buyer and Seller shall prosecute such applications with all reasonable diligence to obtain the requisite FCC Consent. Seller and Buyer shall each pay one-half (1/2) of all FCC filing or transfer fees relating to the transactions contemplated hereby.

**3.2     Control Prior to Closing.** Between the date hereof and the Closing Date, Buyer shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct, the operation of the Stations. Such operation, including complete control and supervision of all programs, employees and policies, shall be the sole responsibility of Seller. Neither title nor right to possession shall pass to Buyer until the Closing, but Buyer shall, however, be entitled to reasonable inspection of the Stations and the Purchased Assets (upon reasonable prior notice and approval of Seller which shall not be unreasonably withheld) during normal business hours with the purpose that an uninterrupted and efficient transfer of the assets and business of the Stations may be accomplished. After the Closing, Seller shall have no right to control the Stations, and Seller shall have no reversionary rights in the Stations.

**3.3     Other Governmental Approvals.** Promptly following the execution of this Agreement, Buyer and Seller shall prepare and file with the appropriate governmental authorities any other requests for approval or waiver, if any, that are required from other governmental authorities in connection with the Closing, and shall diligently and expeditiously prosecute, and shall cooperate fully with each other in the prosecution of, such requests for approval or waiver and all proceedings necessary to secure such approvals and waivers. Buyer and Seller shall bear equally all fees required to be paid in connection with the approvals and waivers under this Section 3.3 which relate to the transactions contemplated hereby, irrespective of whether the transactions contemplated by this Agreement are consummated.

## **ARTICLE 4**

### **REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents, warrants and covenants to Buyer as follows:

**4.1 Organization.** Magic is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Florida, and each other Seller is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Alabama. Seller has the power and authority to own, lease and operate its properties and to carry on its business in the places where such properties are now owned, leased or operated as such business is now conducted.

**4.2 Authorization; Enforceability.** The execution, delivery and performance of this Agreement and all of the documents and instruments required hereby by Seller and the consummation by Seller of the transactions contemplated hereby and thereby, are within the power of Seller and have been duly authorized by all necessary action by Seller. This Agreement is, and the other documents and instruments required hereby will be, when executed and delivered by Seller, the valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, subject only to bankruptcy, insolvency, reorganization, moratoriums or similar laws at the time in effect affecting the enforceability or rights of creditors generally and by general equitable principles which may limit the right to obtain equitable remedies.

**4.3 Absence of Conflicting Agreements.** Except as set forth on SCHEDULE 4.3, neither the execution, delivery or performance of this Agreement by Seller, nor the consummation of the sale and purchase of the Purchased Assets or any other transaction contemplated by this Agreement, does or will, after the giving of notice, or the lapse of time or both, or otherwise:

(a) conflict with, result in a breach of, or constitute a default under the certificate or articles of formation or limited liability company agreement of Seller or other governance documents of Seller, or any material, federal, state or local law, statute, ordinance, rule or regulation, or any court or administrative judgment, decree, rule, order or process, or any material contract, agreement, arrangement, commitment or plan to which Seller is a party or by which Seller is bound and which relates to the ownership or operation of the Stations or the Purchased Assets;

(b) result in the creation of any Lien upon any of the Purchased Assets;

(c) constitute a default under or terminate, amend or modify, or give any party the right to terminate, amend, modify, abandon or refuse to perform any Contract;

(d) require the consent, waiver, approval, permit, license, clearance or authorization of, or any declaration or filing with, any court or public agency or other authority if the failure to satisfy such requirement would be material, other than the FCC Consent; or

(e) require the consent of any Person under any material Contract.

**4.4 Purchased Assets.** The Purchased Assets include all of the material assets, properties and rights of every type and description, real, personal and mixed, tangible and intangible, that are owned or leased by Seller and used in the conduct of the business of owning and operating the Stations in the manner in which that business has been and is now conducted except for the Retained Assets.

**4.5 Title to Purchased Assets; Liens and Encumbrances.** Except as set forth on SCHEDULE 4.5, Seller owns good and marketable title to or has valid leasehold interests in all of the Purchased Assets free and clear of any and all Liens except for Permitted Liens.

**4.6 Equipment.** Except as set forth on SCHEDULE 4.6:

(a) each material item of Equipment is operational in working order, ordinary wear and tear excepted;

(b) the Equipment includes all items of material tangible personal property utilized by Seller in connection with owning and operating the Stations (other than the Retained Assets); and

(c) the list of Equipment on SCHEDULE 1.3 is a true and correct list of all items of tangible personal property having a book value in excess of \$6,000, and any other material items of tangible personal property, necessary for or used in the operation of the Stations in the manner in which they have been and are now operated.

**4.7 Contracts.** Except as set forth on SCHEDULE 4.7:

(a) The Contracts described on SCHEDULE 1.2 constitute all of the agreements, leases, undertakings, commitments or understandings, whether written or oral, relating to the conduct of the Station (and including all employment agreements of Station employees) (i) involving annual payments or receipts by Seller of more than \$1,000, except such agreements which are terminable on less than 30-days notice, or (ii) which are otherwise material to the business and operations of the Stations;

(b) Seller has performed in all material respects each material term, covenant and condition of each of the Contracts required to be listed on SCHEDULE 1.2, and no material default or any event which with the passing of time or giving of notice would constitute a material default on the part of Seller, and to the Knowledge of Seller, any other party thereto exists under any of such Contracts;

(c) each of the Contracts listed on SCHEDULE 1.2 is in full force and effect, unimpaired by any acts or omissions of Seller, and constitutes the legal and binding obligation of, and is legally enforceable against, Seller, and to the Knowledge of Seller, against each other party thereto in accordance with its terms;

(d) Seller has furnished true and complete copies of all Contracts, including all amendments, modifications and supplements thereto, and SCHEDULE 1.2 contains true, accurate and complete summaries of the provisions of all oral contracts;

(e) Seller's right, title and interest in and to each of the Contracts listed on SCHEDULE 1.2 is fully assignable to Buyer without the consent, approval or waiver of any other Person and the assignment of such Contracts will give no party thereto the right to terminate such Contract; and

(f) None of the Contracts provides for delayed or deferred payments that Buyer would be obligated to pay after the Closing Date.

**4.8 Intangible Property.** Except as set forth on SCHEDULE 4.8:

(a) there are no material claims, demands or proceedings instituted or pending, or to the Knowledge of Seller, threatened, by any third party pertaining to or challenging Seller's right to use any of the Intangible Property;

(b) to the Knowledge of Seller, there are no facts which would render any of the Intangible Property invalid or unenforceable;

(c) to the Knowledge of Seller, there is no material Intangible Property owned by a third party which Seller is using without proper license to do so (which licenses, if any, constitute part of the Contracts);

(d) there are no royalty agreements between Seller and any third party relating to any of the Intangible Property;

(e) SCHEDULE 1.4 lists and identifies correctly and completely all of the material Intangible Property owned or licensed by Seller in the operation of the Stations, all of which Intangible Property is transferable to Buyer by the sole act of Seller without the consent, approval or waiver of any other Person and without affecting Buyer's continuing right to use such Intangible Property after the Closing; and

(f) to the Knowledge of Seller, no service provided by the Stations or any programming or other material used, broadcast or disseminated by the Stations, infringes in any material respect on any copyright, patent or trademark of any other party. Seller has received no written notice of any claim of infringement of any third-party's copyright, patent, trademark, service mark, logotype, license or other proprietary right.

**4.9 Real Property.** Except as disclosed on SCHEDULE 4.9:

(a) Seller has good, marketable and insurable fee simple absolute or leasehold interests in the Real Property, and such Real Property includes all real property necessary for or used or useable in the operation of the Station. Attached to SCHEDULE 4.9 is a legal description and street address for each parcel of Real Property owned by Seller, and all policies of title insurance currently existing in favor of Seller with respect to the Real Property. Except for Permitted Liens and the items set forth on SCHEDULE 4.9, there are no Liens, restrictions or encumbrances to title to any portion of the Real Property. Seller has not subjected the Real Property to any easements, rights, duties, obligations, covenants, conditions, restrictions, limitations or agreements not of record;

(b) Seller has not received written notice of any pending condemnation or similar proceeding affecting the Real Property or any portion thereof, and to the Knowledge of Seller, no such action is presently contemplated or threatened;

(c) Seller has not received any written notice from any insurance company of any defects or inadequacies in the Real Property or any part thereof which would materially adversely affect the insurability of the Real Property or the premiums for the insurance thereof. Seller has not received any notice from any insurance company which has issued or refused to issue a policy with respect to any portion of the Real Property or by any board of fire underwriters (or other body exercising similar functions) requiring the performance of any repairs, alterations or other work with which compliance has not been made;

(d) there are no parties in possession of any portion of the Real Property other than Seller, whether as lessees, tenants at will, trespassers or otherwise; and

(e) there are, to Seller's Knowledge, no encroachments upon the Real Property, nor do any of the Purchased Assets encroach on the property of any other party.

**4.10 Leases.** Except as set forth on SCHEDULE 4.10:

(a) the Leases described on SCHEDULE 1.5 constitute all of the lease agreements between Seller and third parties (i) involving annual payments in excess of \$6,000 relating to the operation of the Stations or the Purchased Assets, or (ii) which are otherwise material to the business and operations of the Stations;

(b) Seller has performed each material term, covenant and condition of each of the Leases listed on SCHEDULE 1.5 that is required to be performed by Seller at or before the date hereof, and no material default or event which with the passing of time or giving of notice or both would constitute a default on the part of the Seller and, to the Knowledge of Seller, on the part of any other party thereto, exists under any Lease;

(c) each of the Leases is in full force and effect, unimpaired by any acts or omissions of Seller, and constitutes the legal and binding obligation of, and is legally enforceable against Seller, and to the Knowledge of Seller, against each other party thereto in accordance with its terms;

(d) Seller has furnished true and complete copies of the written Leases to Buyer, including any and all amendments thereto;

(e) there are no leasing commissions or similar payments due, arising out of, resulting from or with respect to any Lease that are owed by Seller;

(f) except for the required third-party consents listed on SCHEDULE 4.3, Seller's right, title and interest in and to each of the Leases is full assignable to Buyer without the consent, waiver or approval of any Person; and

(g) each of Seller's Financing Leases is listed as such on SCHEDULE 4.10.

**4.11 Undisclosed Liabilities.** Seller has no material debt, liability or obligation of any kind relating to the Stations, whether accrued, absolute, contingent or otherwise, including, without limitation, any liability or obligation on account of taxes or any governmental charges or penalty, interest or fines, except: (i) liabilities incurred in the ordinary course of business; (ii)

liabilities disclosed on SCHEDULE 4.11; and (iii) liabilities incurred in connection with the transactions provided for in this Agreement.

**4.12 No Litigation; Labor Disputes; Compliance with Laws.** Except as set forth on SCHEDULE 4.12:

(a) As of the date hereof, there is no decree, judgment, order, litigation at law or in equity, arbitration proceeding or proceeding before or by any commission, agency or other administrative or regulatory body or authority pending or, to the Knowledge of Seller, threatened, to which Seller is a party or to which Seller or the Purchased Assets are subject or which could have a material adverse effect on the Stations or Purchased Assets. There is no investigation by any commission, agency or other administrative or regulatory body or authority pending or to the Knowledge of Seller, threatened, relating to the operations, business or affairs of Seller, the Stations or the Purchased Assets.

(b) Seller owns and operates, and has owned and operated, its properties and assets, and carries on and conducts, and has carried on and conducted, the business and affairs of the Stations in all material respects in compliance with all federal, foreign, state and local laws, statutes, ordinances, rules and regulations, and all court or administrative orders or processes, including, but not limited to, FCC, Occupational Safety and Health Administration, Equal Employment Opportunity Commission, and National Labor Relations Board.

**4.13 Taxes.** Except as disclosed on SCHEDULE 4.13:

(a) Seller has timely filed all federal, state and local tax returns, reports and estimates for all years and periods (and portions thereof) for which any such returns, reports and estimates were due, and any and all amounts due and payable have been paid in full except to the extent such amounts have been contested in good faith. All of such returns, reports and estimates are true and complete in every material respect. Seller has withheld all taxes required to be withheld under applicable law and regulations, and such withholdings have either been paid to the proper governmental agency or set aside in accounts for such purpose, or accrued, reserved against and entered upon the books of Seller, as the case may be; and

(b) There are, and after the date of this Agreement will be, no tax deficiencies (including penalties and interest) of any kind assessed against or relating to Seller with respect to any taxable periods ending on or before, or including, the Closing Date of a character or nature that could result in Liens or claims on any of the Purchased Assets or on Buyer's title or use of the Purchased Assets or that could result in any claim against Buyer.

**4.14 Governmental Authorizations.** Seller holds, and on the Closing Date Seller will hold, the regular and valid Licenses from the FCC to operate the Stations as radio broadcast stations with the power disclosed on SCHEDULE 4.14, and the main Station Licenses are, and on the Closing Date will be, in full force and effect without terms, conditions or restrictions other than those customary with respect to broadcast radio licenses. Except as set forth on SCHEDULE 4.14, no qualifications, registrations, filings, privileges, franchises, licenses, permits, approvals or authorizations, other than the Licenses and those as set forth on SCHEDULE 4.14, are required in order for Seller to own and operate the Stations in the manner



operated on the date hereof. Seller is not aware of any facts and has not received any communications indicating it is not in compliance in all material respects with all requirements of the FCC. No action or proceeding is pending or to Seller's knowledge threatened before the FCC or any other governmental body to revoke, suspend, cancel, rescind, terminate, refuse to renew or modify such Licenses or other authorizations of the Stations.

**4.15 Compliance with FCC Requirements.** Except as set forth on SCHEDULE 4.15, the Stations, their physical facilities, electrical and mechanical systems and transmitting and studio equipment are being and have been operated in all material respects in accordance with the specifications of the Licenses and with each document submitted in support of such Licenses, and Seller and the Stations are in compliance in all material respects with the Communications Law. Seller has complied in all material respects with all requirements of the FCC and the Federal Aviation Administration with respect to the construction and/or alteration of the Station's antenna structures, and, where required, "no hazard" determinations for each antenna structure have been obtained, and where required, each antenna structure has been registered with the FCC. Except as set forth on SCHEDULE 4.15, all obligations, reports and other filings required by the FCC with respect to the Stations, including, without limitation, all regulatory fee payments and all materials required to be placed in the Stations' public inspection files, have been duly and currently filed as of the date hereof, and are true and complete in all material respects, and after the Closing Date, Seller shall furnish to Buyer all information required by the FCC relating to the operation of the Stations prior to the Closing Date. Except as set forth on SCHEDULE 4.15, there is not now issued or outstanding, or pending or, to the Knowledge of Seller, threatened, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint relating to the Stations. All reports, filings and fees and expenses required to be filed with or paid to the FCC and any other agency of the federal, state or local government by Seller have been timely filed and paid.

**4.16 Insurance.** Seller has in full force and effect the liability and casualty insurance insuring the business, properties and assets of the Stations as described on SCHEDULE 4.16. Seller is not in default with respect to such insurance policies, nor has Seller failed to give any notice or present any claim under any policies in due and timely fashion. No notice of cancellation or termination has been received with respect to any such policy.

**4.17 Brokers.** Neither this Agreement nor the sale and purchase of the Purchased Assets or any other transaction contemplated by this Agreement was induced or procured through any Person acting on behalf of or representing Seller as broker, finder, investment banker, financial advisor or in any similar capacity other than Media Venture Partners, the costs, fees and commissions of which shall be payable solely by Seller.

**4.18 Employees.** SCHEDULE 4.18 is a true and complete list of all of Seller's employees which list identifies the name and position of such employees, and current compensation. Except as set forth on SCHEDULE 4.18 hereto, there are no collective bargaining agreements, employment agreements, consulting agreements or independent contractor agreements to which Seller is a party relating to the Stations which are not terminable at will. The consummation of the transactions contemplated under this Agreement will not cause Buyer to incur or suffer any liability relating to, or obligation to pay, severance, termination, or

other payments to any Person or entity. SCHEDULE 4.18 separately indentifies all employees of Seller who are on unpaid leave pursuant to the Family and Medical Leave Act of 1993.

**4.19 ERISA.** Except as set forth on SCHEDULE 4.19:

(a) Seller has not at any time maintained or been a party to or made contributions to any Plan. All Plans maintained by Seller are, and have in the past been, in all material respects maintained, funded and administered in compliance with ERISA and the Code, and other applicable law; no Plan subject to Title IV of ERISA has been terminated; no proceedings to terminate any Plan have been instituted under Subtitle C of Title IV of ERISA; no reportable event within the meaning of Section 4043 of Subtitle C of ERISA has occurred for any Plan maintained by Seller; Seller has not withdrawn from a multi-employer plan (as defined in Section 4001(a) of ERISA); the consummation of the transactions contemplated hereby will not result in any withdrawal liability on the part of Seller under a multi-employer plan; no Plan established or maintained by Seller or to which Seller is obligated to contribute has any "accumulated funding deficiency," as defined in ERISA; and Seller has not incurred any liability to the Pension Benefit Guaranty Corporation with respect to any Plan. Seller has not engaged in any non-exempt "prohibited transaction," as defined in Section 406 of ERISA, or in Section 4975 of the Code with respect to any Plan.

(b) Seller has (i) filed or caused to be filed all returns and reports on the Plans that they are required to file and (ii) paid or made adequate provision for all fees, interest, penalties, assessments or deficiencies that have become due pursuant to those returns or reports or pursuant to any assessment or adjustment that has been made relating to those returns or reports. All other fees, interest, penalties and assessments that are payable by or for Seller with respect to the Plans have been timely reported, fully paid and discharged. There are no unpaid fees, penalties, interest or assessments due from Seller or from any other Person with respect to the Plans that are or could become a Lien on any asset of Seller or could otherwise adversely affect the Business of the Stations. Seller has collected or withheld all amounts that are required to be collected or withheld by it to discharge its obligations with respect to the Plans, and all of those amounts have been paid to the appropriate governmental authority or set aside in appropriate accounts for future payment when due.

**4.20 Environmental Compliance.** Except as set forth on SCHEDULE 4.20:

(a) Seller has complied, and has operated the Stations in compliance, in all material respects with all Environmental Laws. To the Knowledge of Seller, there are no conditions on the Real Property that would constitute a material violation of, or would require remediation under, Environmental Laws.

(b) Seller is not a party to any litigation or administrative proceeding, nor to Seller's Knowledge is any litigation or administrative proceeding threatened against it, which in either case: (i) asserts or alleges that Seller violated any Environmental Laws; (ii) asserts or alleges that Seller is required to clean up, remove or take remedial or other response action due to the disposal, depositing, discharge, leaking or other release of any Hazardous Materials; or (iii) asserts or alleges that Seller is required to pay all or a portion of the cost of any past, present

or future cleanup, removal or remedial or other response action arising out of or relating to the disposal, depositing, discharge, leaking or other release of any Hazardous Materials.

(c) The operation of the Stations does not exceed the permissible levels of exposure to RF radiation specified in the FCC's rules, regulations and policies.

**4.21 Records.** The Records of the Stations have been fully, properly and accurately maintained in all material respects, and there are no material inaccuracies or discrepancies of any kind effected therein, and true and accurate copies thereof have been made available to Buyer.

## ARTICLE 5

### REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents, warrants and covenants to Seller as follows:

**5.1 Organization.** Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Alabama. Buyer has full power to purchase the Purchased Assets pursuant to this Agreement.

**5.2 Authorization; Enforceability.** The execution, delivery and performance of this Agreement and all of the documents and instruments required hereby by Buyer and the consummation by Buyer of the transactions contemplated hereby and thereby are within the corporate power of Buyer and have been duly authorized by all necessary corporate action by Buyer. This Agreement is, and the other documents and instruments required hereby will be, when executed and delivered by Buyer, the valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, subject only to bankruptcy, insolvency, reorganization, moratoriums or similar laws at the time in effect affecting the enforceability or right of creditors generally and by general equitable principles which may limit the right to obtain equitable remedies.

**5.3 Absence of Conflicting Agreements.** Neither the execution, delivery or performance of this Agreement by Buyer nor the consummation of the sale and purchase of the Purchased Assets or any other transaction contemplated by this Agreement, does or will, after the giving of notice, or the lapse of time or otherwise, conflict with, result in a breach of, or constitute a default under, the certificate of organization or other governing instrument of Buyer, or any federal, state or local law, statute, ordinance, rule or regulation, or any court or administrative order or process, or any material contract, agreement, arrangement, commitment or plan to which Buyer is a party or by which Buyer or its assets is bound.

**5.4 Brokers.** Neither this Agreement nor the sale and purchase of the Purchased Assets or any other transaction contemplated by this Agreement was induced or procured through any Person acting on behalf of or representing Buyer as broker, finder, investment banker, financial advisor or in any similar capacity.

**5.5 Qualification.** With the sole exception of compliance with the FCC's rules relative to the multiple ownership of radio broadcast stations (47 C.F.R. § 73.3555), on the date hereof, Buyer is qualified to be the FCC licensee of the Stations. Assuming the prior or

contemporaneous closing of the transactions under the Related Purchase Agreements and, if applicable, the WBBK Purchase Agreement, on the Closing Date, the Buyer shall be qualified as of the Closing Date to be the FCC licensee of the Stations, including, without limitation, under the FCC's multiple ownership rules. Neither Buyer nor any Person with a "cognizable interest" in Buyer, as defined in the FCC's rules, has a "cognizable interest in Gulf South or Alabama Media Investments, LLC nor does Buyer nor anyone with a "cognizable interest" in Buyer have any "cognizable interest" in Gulf South or Alabama Media Investments, LLC.

**5.6 Litigation.** There are no third party claims, actions, suits, litigation, labor disputes, arbitrations, proceedings or investigations pending or, to the knowledge of Buyer, threatened, against Buyer relating to the transactions contemplated by this Agreement or that would materially impair Buyer's ability to fulfill its obligations hereunder.

**5.7 Financing.** Buyer has all funds necessary to consummate the transactions contemplated by this Agreement.

**5.8 Due Diligence** Buyer has conducted its own independent investigation of the Seller and the Stations, has been provided the opportunity to obtain information concerning the Seller and has had the opportunity to ask questions of, and receive answers from, the officers of the Seller pertaining to the Stations.

## ARTICLE 6

### COVENANTS

From and after the date of this Agreement and until the Closing, Seller covenants and agrees as follows:

**6.1 Access.** At all times prior to the Closing, Buyer and its authorized agents, officers and representatives shall have access, upon reasonable prior notice, to the business of Seller, the Stations and the Purchased Assets to conduct such examination and investigation of the business of Seller, the Stations and the Purchased Assets as it deems necessary (including meeting with Station Employees), provided that such examinations shall be during the Stations' normal business hours, shall not unreasonably interfere with the Stations' operations and activities and shall not be in violation of Section 3.2 hereof concerning "control."

**6.2 Reports.** Seller will cooperate with Buyer so that as soon as practicable, but in no event later than sixty (60) days after the date hereof, Buyer shall have obtained, if it so elects and at Buyer's expense, the following:

(a) with respect to the Real Property, preliminary reports on title covering a date subsequent to the date hereof, issued by the Title Company, which preliminary reports shall contain a commitment(s) (the "Title Commitments") of the Title Company to issue one or more (as appropriate) owner's title insurance policy on ALTA Owners or Leasehold Policy (the "Title Policy") insuring the fee simple or leasehold interest of Seller in such parcels of Real Property. The Title Commitment shall be subject only to (i) liens of current state and local property taxes which are not delinquent or subject to penalty; (ii) zoning regulations and restrictive covenants

and easements of record which do not materially detract from the value of the Real Property and do not materially adversely affect, impair or interfere with the use of any property affected thereby as heretofore used by Seller or the Stations and (iii) such other Liens that will be released at Closing. All standard exceptions are to be deleted from the Title Commitments and Title Policies; and

(b) surveys of the Real Property as of a date subsequent to the date hereof which shall (i) be prepared by a registered land surveyor, (ii) be certified to the Title Company and to Buyer and (iii) show with respect to such Real Property: (A) the legal description of such parcel of Real Property (which shall be the same as the Title Policy pertaining thereto); (B) all buildings, structures and improvements thereon and all restrictions of record and other restrictions that have been established by an applicable zoning or building code or ordinance and all easements or rights of way; (C) no encroachments upon such parcel or adjoining parcels by buildings, structures or improvements; and (D) access to such parcel from a public street.

**6.3 Notice of Adverse Changes.** Pending the Closing Date, Seller shall give Buyer prompt written notice of the occurrence of any of the following:

(a) an Event of Loss in excess of \$10,000, or which is otherwise material to the Stations or their operation;

(b) the commencement of any proceeding or litigation at law or in equity or before the FCC or any other commission, agency or administrative or regulatory body or authority involving any of the Licenses or which could have a material adverse effect on the Stations or the assets utilized in the operation thereof, other than proceedings or litigation of general applicability to the radio broadcasting industry that do not have a disproportionate impact on the Stations;

(c) any violation by Seller or the Stations of any federal, state or local law, statute, ordinance, rule or regulation which may reasonably be expected to have a material adverse effect on the business or operation of the Stations;

(d) any notice of breach, default, claimed default or termination of any material Contract; or

(e) any other material adverse developments with respect to the business or operations of the Stations, including without limitation, the cessation of broadcasting by the Stations of its authorized power for more than seventy-two (72) consecutive hours.

**6.4 Operations Pending Closing.** Subject to the provisions of Section 3.2 regarding control of the Stations, pending the Closing, Seller shall:

(a) operate the Stations in the ordinary course of business in accordance with past practices consistently applied, including without limitation continuing to make promotional efforts and expenditures consistent with past practice and to retain the Stations' current programming formats;

(b) operate the Stations in accordance in all material respects with Communications Law;

(c) maintain the Equipment in working order, and not remove from the Stations, sell, lease, mortgage, pledge or otherwise dispose of any of the Purchased Assets other than obsolete equipment;

(d) except with Buyer's prior written consent, not enter into, or become obligated under, any agreement or commitment affecting the Stations or their operations except for agreements or commitments entered into in the ordinary and regular course of business not in excess of \$6,000 individually, or \$20,000 in the aggregate, or change, amend, terminate or otherwise modify in any material respect any material Contract, agreement or commitment except for those which terminate or expire by their own terms;

(e) maintain in full force and effect policies of liability and casualty insurance of the same type, character and coverage as the policies currently carried with respect to the business, operations and assets of the Stations;

(f) not enter into any agreement providing for a delayed or deferred payment that Buyer would be obligated to pay after the Closing Date;

(g) not increase the amount of airtime on the Stations devoted to commercials or advertising beyond the amount consistent with past practice;

(h) not take or agree to take any action inconsistent with consummation of the Closing as contemplated by this Agreement; nor take any other actions with respect to the Stations except as specifically contemplated by this Agreement; and

(i) not agree to or authorize any of the foregoing.

**6.5 Consents.** Seller will use its commercially reasonable efforts to obtain prior to the Closing Date all consents required from third Persons whose consent or approval is required pursuant to any material Contract.

**6.6 Cooperation.** Buyer and Seller will cooperate in all respects in connection with: (a) securing any nongovernmental approvals, consents and waivers of third parties referenced in Section 6.5 or consents of third parties necessary for the transfer of the Purchased Assets from Seller to Buyer; and (b) giving notices to any governmental authority, or securing the permission, approval, determination, consent or waiver of any governmental authority required by law in connection with the transfer of the Purchased Assets from Seller to Buyer.

**6.7 Tax Returns and Payments.**

(a) All tax returns, estimates and reports required to be filed by Seller prior to the Closing Date or relating to periods prior to the Closing Date or an application for any extension thereof will be timely filed by Seller with the appropriate governmental agencies; and

(b) All taxes pertaining to ownership of the Purchased Assets or operation of the Stations prior to the Closing Date will be paid by Seller when due and payable.

**6.8 Conveyance Free and Clear of Liens.** Except for Permitted Liens, at or prior to the Closing, Seller shall obtain the release of all Liens disclosed in the Schedules hereto and any other Liens on the Purchased Assets, and shall duly file releases of all such Liens in each governmental agency or office in which any such Lien or evidence thereof shall have been previously filed, and Seller shall transfer and convey, or cause to be transferred and conveyed, to Buyer at Closing good and marketable title to all of the Purchased Assets free and clear of all Liens, except for Permitted Liens.

**6.9 Public Announcement.** Seller shall provide notice concerning the filing of the application for assignment of the Licenses in accordance with the requirements of Section 73.3580 of the FCC's Rules. As to any other announcements, neither party hereto shall issue any press release or public announcement or otherwise divulge the existence of this Agreement or the transactions contemplated hereby without prior approval of the other party hereto, except as and to the extent that such party shall be obligated by law or regulation, in which case the other party shall be so advised and the parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued.

**6.10 Exclusivity.** Seller will not (i) solicit, initiate, or encourage the submission of any proposal or offer from any Person relating to the acquisition of any of the voting securities, or any portion of the assets of Seller or the Stations outside the ordinary course of business (including any acquisition structured as a merger, consolidation, or share exchange), or (ii) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any Person to do or seek any of the foregoing. Seller will notify Buyer immediately if any Person makes any proposal, offer, inquiry, or contact with respect to any of the foregoing.

**6.11 Related Purchase Agreements.** Buyer and Seller each represents, warrants, and covenants to the other that it shall: (i) comply with its obligations under each Related Purchase Agreement to which it is a party, (ii) exercise the same degree of diligence as required of it under this Agreement in seeking to secure all FCC and other consents in a timely fashion as may be necessary to satisfy conditions to the consummation of the transactions under the Related Purchase Agreements to which it is a Party, (iii) promptly notify the other Parties hereto of any materially adverse developments that may arise in connection with securing any such consents of which it may become aware, and (iv) will not terminate a Related Purchase Agreement except due to a breach by the other party thereto and will close the transactions under the Related Purchase Agreement when permitted thereunder and simultaneously with the transactions contemplated hereby.

**6.12 Billing of Accounts Receivable.** Seller shall use its commercially reasonable efforts to bill, no later than the day prior to the Closing Date, all amounts owed to it with respect to advertising aired on the Stations as of the day prior to the Closing Date. Seller acknowledges that it will send invoices in addition to those sent in the normal billing cycle to the extent necessary to comply with this Section 6.12.

**6.13 Unwind Agreement.** If the parties close the transactions contemplated hereby before the FCC Consent shall have become final and non-appealable, Buyer and Seller shall enter into an unwind agreement in form and substance reasonably satisfactory to each, pursuant to which in the event the FCC Consent is rescinded and the parties are required to assign the FCC Licenses back to Seller, the Licenses shall be so assigned and the Purchase Price shall be returned to Buyer, and the parties shall otherwise endeavor to return each to the pre-Closing status quo ante. In the event that a rescission is necessary, Buyer and Seller shall promptly and diligently join and prosecute the appropriate application for the consent of the FCC for the retransfer of the FCC Licenses to Seller if the FCC determines that such applications are required, and the rescission as contemplated by this Agreement shall be deferred until an order granting such consent has been issued, or until action is taken by the FCC declaring or establishing to the reasonable satisfaction of respective counsel for Seller and Buyer, that such consent is not necessary, whichever occurs earlier. Any FCC fees with respect to an application for such consent shall be borne equally by Buyer and Seller, and all other expenses with respect to the preparation, filing and prosecution of such application shall be borne by the party incurring the expense.

## ARTICLE 7

### CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER

Each and every obligation of Buyer to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following express conditions precedent:

**7.1 Compliance with Agreement.** Seller shall have performed and complied in all material respects with all of its obligations under this Agreement which are to be performed or complied with by it prior to or at the Closing.

**7.2 Proceedings and Instruments Satisfactory.** All proceedings, corporate or other, to be taken by Seller in connection with the transactions contemplated by this Agreement, and all documents incident thereto, shall be complete to the reasonable satisfaction of Buyer and Buyer's counsel and Seller shall have made available to Buyer for examination the originals or true and correct copies of all documents which Buyer may reasonably request in connection with the transactions contemplated by this Agreement.

**7.3 Representations and Warranties.** The representations and warranties made by Seller which are qualified in any respect as to materiality shall be true and correct as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date, except for changes permitted or contemplated by this Agreement; all other representations and warranties made by Seller in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date, except for changes permitted or contemplated by this Agreement.

**7.4 Event of Loss.** Between the date of this Agreement and the Closing, neither the Stations nor the Purchased Assets shall have sustained an Event of Loss which has not been remedied subject to and in accordance with the provisions of Section 10.1 hereof. If such an



Event of Loss has occurred, Buyer may elect to extend the Closing Date for a period reasonably necessary to complete such repairs, not to exceed thirty (30) days.

**7.5 Deliveries at Closing.** Seller shall have delivered or caused to be delivered to Buyer the documents required pursuant to Section 2.3 each properly executed and dated as of the Closing Date.

**7.6 Other Documents.** Seller shall have delivered to Buyer such documents and certificates of Seller and public officials as shall be reasonably requested by Buyer's counsel to establish the existence and good standing of Seller and the due authorization of this Agreement and the transactions contemplated hereby by Seller.

**7.7 Possession; Instruments of Conveyance and Transfer.** Seller shall deliver to Buyer at the Closing such other documents as shall be effective to vest in Buyer good and marketable title to the Purchased Assets as contemplated by this Agreement.

**7.8 Approvals and Consent.** There shall have been secured such permissions, approvals, determinations, consents and waivers, as listed on SCHEDULE 4.3, as indicated by an asterisk.

**7.9 Absence of Investigations and Proceedings.** There shall be no decree, judgment, order or litigation at law or in equity, no arbitration proceedings, and no proceeding before or by any commission, agency or other administrative or regulatory body or authority pending or, to the Knowledge of Seller, threatened, to which Seller is a party or to which the Stations or the Purchased Assets are subject, including any with respect to condemnation, zoning, use or occupancy, which (i) could materially affect the ability of Buyer to operate the Stations or to use or acquire the Purchased Assets in substantially the same manner as operated and used by Seller or as currently proposed to be used by Seller, or (ii) challenges or seeks to prevent the Closing. No action or proceeding shall be pending or, to the Knowledge of Seller, threatened before the FCC or any governmental body to revoke, modify in any material respect or refuse to renew any of the Licenses.

**7.10 Governmental Consents.** The FCC Consent shall have been issued, shall be in full force and effect, shall contain no provision that has a materially adverse effect on Buyer. All other material authorizations, consents or approvals of any and all governmental regulatory authorities necessary in connection with the consummation of the transactions contemplated by this Agreement shall have been obtained on terms and conditions reasonably acceptable to Buyer and be in full force and effect.

**7.11 Licenses.** Seller shall be the holder of the Licenses and there shall not have been any modification of any of such Licenses which has a material adverse effect on the Stations. The Stations shall be operating in material compliance with Communications Law and no proceeding shall be pending or threatened, the effect of which could be to revoke, cancel, fail to renew, suspend or modify adversely any of the Licenses.

**7.12 Absence of Liens.** On the Closing Date and simultaneously with the Closing, there shall not be any Liens on the Purchased Assets except for Permitted Liens.

**7.13 Closing of Related Purchase Agreements.** Simultaneously with the Closing, the closings under the Related Purchase Agreements shall have been consummated.

If any of the conditions set forth in this Article 7 have not been satisfied, Buyer may nevertheless waive such condition, but only in writing, and proceed with the consummation of the transactions contemplated hereby and such waiver shall relieve Seller of any of its obligations under Article 9 hereof.

## ARTICLE 8

### CONDITIONS PRECEDENT TO THE OBLIGATIONS OF SELLER

Each and every obligation of Seller to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following express conditions precedent:

**8.1 Compliance with Agreement.** Buyer shall have performed and complied in all material respects with all of its obligations under this Agreement which are to be performed or complied with by it prior to or at the Closing.

**8.2 Proceedings and Instruments Satisfactory.** All proceedings, corporate or other, to be taken by Buyer in connection with the transactions contemplated by this Agreement, and all documents incident thereto, shall be complete to the reasonable satisfaction of Seller and Seller's counsel, and Buyer shall have made available to Seller for examination the originals or true and correct copies of all documents which Seller may reasonably request in connection with the transactions contemplated by this Agreement.

**8.3 Representations and Warranties.** The representations and warranties made by Buyer shall be true and correct in all material respects as of the Closing Date with the same force and effect as though such representations and warranties had been made on the Closing Date, except for changes permitted or contemplated by this Agreement.

**8.4 Deliveries at Closing.** Buyer shall have delivered or caused to be delivered to Seller the documents required pursuant to Section 2.3(b) each properly executed and dated as of the Closing Date. Buyer shall also have made the payments described in Section 2.2.

**8.5 Other Documents.** Buyer shall have delivered to Seller such documents and certificates of Buyer and public officials as shall be reasonably requested by Seller's counsel to establish the existence and good standing of Buyer and the due authorization of this Agreement and the transactions contemplated hereby by Buyer.

**8.6 Absence of Investigations and Proceedings.** No action, proceeding or formal investigation by any Person or governmental agency shall be pending with the object of challenging or preventing the Closing, and no other proceedings shall be pending with such object or to collect damages from Seller on account thereof.

**8.7 Governmental Consents.** The FCC Consent shall have been issued, and be in full force and effect and shall contain no provision that has a materially adverse effect on Seller. All other material authorizations, consents or approvals of any and all governmental regulatory

authorities necessary in connection with the consummation of the transactions contemplated by this Agreement shall have been obtained on terms and conditions reasonably acceptable to Seller and be in full force and effect.

**8.8 Closing of Related Purchase Agreements.** Simultaneously with the Closing, the closings under the Related Purchase Agreements shall have been consummated.

If any of the conditions set forth in this Article 8 have not been satisfied, Seller may nevertheless waive such condition, but only in writing, and proceed with the consummation of the transactions contemplated hereby, but such waiver shall relieve Buyer of any of its obligations under Article 9 hereof.

## ARTICLE 9

### INDEMNIFICATION

From and after the Closing, the parties shall be indemnified as set forth below.

**9.1 Indemnification of Buyer.** Seller covenants and agrees with Buyer that it shall reimburse and indemnify and hold Buyer and its respective members, managers, directors, officers, employees, agents, affiliates and subsidiaries (collectively, the "Buyer Indemnified Parties") harmless from, against and in respect of any and all actions, suits, claims, proceedings, investigations, audits, demands, assessments, fines, judgments, costs and expenses, (including, without limitation, reasonable attorneys' fees) ("Claims") incurred by any of Buyer Indemnified Parties that result from:

(a) any inaccuracy in or breach of any representations or warranties made by Seller in this Agreement or any certificate or other instrument furnished to Buyer by or on behalf of Seller pursuant to this Agreement;

(b) any nonfulfillment of any covenant or agreement of Seller under this Agreement or the agreements and instruments contemplated herein;

(c) the Retained Liabilities; or

(d) any claim, suit, action or other proceeding brought by any governmental authority or Person arising out of, or in anyway related to, any of the matters referred to in Sections 9.1(a) through 9.1(c).

**9.2 Indemnification of Seller.** Buyer covenants and agrees with Seller that it shall reimburse and indemnify and hold Seller and its directors, officers, employees and agents (collectively, the "Seller Indemnified Parties") harmless from, against and in respect of any and all Claims incurred by any of Seller Indemnified Parties that result from:

(a) any inaccuracy in or breach of any representations or warranties made by Buyer in this Agreement, or any certificate or other instrument furnished to Seller by or on behalf of Buyer pursuant to this Agreement;

(b) any nonfulfillment of any covenant or agreement of Buyer under this Agreement or the agreements or instruments contemplated herein;

(c) Assumed Liabilities; or

(d) any claim, suit, action or other proceeding brought by any governmental authority or Person arising out of, or in anyway related to, any of the matters referred to in Sections 9.2(a) through 9.2(c).

### **9.3 Certain Limitations.**

(a) Notwithstanding any other provision of this Agreement to the contrary, neither the Seller nor the Buyer shall be required to indemnify and hold harmless the Buyer Indemnified Parties or the Seller Indemnified Parties pursuant to Section 9.1 or 9.2, respectively, unless the claiming party has asserted a claim with respect to such matters by the date that is nine (9) months from the Closing Date, except for claims with respect to breaches of the representations and warranties contained in Sections 4.1, 4.2, 4.5, 5.1, 5.2 and 5.4, with respect to which claims may be asserted at any time after the Closing.

(b) The amounts for which the Buyer Indemnified Parties or the Seller Indemnified Parties shall be liable under Section 9.1 or 9.2 shall be net of any insurance proceeds payable to Buyer Indemnified Parties or Seller Indemnified Parties, as the case may be, in connection with the facts giving rise to the right of indemnification.

(c) Notwithstanding any provision to the contrary, neither the Buyer Indemnified Parties nor the Seller Indemnified Parties shall be liable to the other with respect to any indemnification under Section 9.1(a) or 9.2(a), respectively, (i) except to the extent the aggregate amount of the Buyer Indemnified Parties' or the Seller Indemnified Parties' Claims, as the case may be, exceeds Ten Thousand Dollars (\$10,000.00) ("**Threshold Amount**") after which Seller or Buyer, as the case may be, shall be obligated for all Claims of Buyer Indemnified Parties or Seller Indemnified Parties, as the case may be, exceeding the Threshold Amount, or (ii) for any Claims, individually or in the aggregate, in excess of the \$250,000 ("**Indemnity Cap**"). The Indemnity Cap shall apply to all of the indemnification obligations of Seller and Durden hereunder, under the Related Purchase Agreements and under the WBBK Purchase Agreement.

(d) Notwithstanding any other provision of this Agreement to the contrary with respect to any indemnification under Section 9.1(a) or 9.2(a), in no event shall the Threshold Amount or the Indemnity Cap apply to breaches of Seller's representations and warranties contained in Sections 4.2 (Authorization), 4.5 (Title to Properties), 4.13 (Taxes), and 4.17 (Brokers) or Buyer's representations and warranties contained in Sections 5.2 (Authorization), 5.4 (Brokers), 5.5 (Qualification).

### **9.4 Method of Asserting Claims.**

(a) The party seeking indemnification (the "Indemnitee") will give prompt written notice to the other party or parties (the "Indemnitor") of any Claim which it discovers or of which it receives notice after the Closing and which might give rise to a claim by it against

Indemnitor under this Article 9, stating the nature, basis and (to the extent known) amount thereof; provided that failure to give prompt notice shall not jeopardize the right of any Indemnatee to indemnification except to the extent such failure shall have materially prejudiced the ability of the Indemnitor to defend such Claim. Subject to the Indemnitor's right to defend in good faith third party claims as hereinafter provided, the Indemnitor shall satisfy its obligations and this Article 9 by payment in cash within thirty (30) days after receipt of written notice thereof from the Indemnatee.

(b) In case of any Claim or suit by a third party or by any governmental body, or any legal, administrative or arbitration proceeding with respect to which Indemnitor may have liability under the indemnity agreement contained in this Article 9, Indemnitor shall be entitled to participate therein, and, to the extent desired by it, to assume the defense thereof, and after notice from Indemnitor to Indemnatee of the election so to assume the defense thereof, Indemnitor will not be liable to Indemnatee for any legal or other expenses subsequently incurred by Indemnatee in connection with the defense thereof, other than reasonable costs of investigation, unless Indemnitor does not actually assume the defense thereof following notice of such election. Indemnatee and Indemnitor will render to each other such assistance as may reasonably be required of each other in order to insure proper and adequate defense of any such suit, Claim or proceeding. If the Indemnitor actually assumes the defense of the Indemnatee, the Indemnatee will not make any settlement of any Claim which might give rise to liability of Indemnitor under the indemnity agreements contained in this Section without the written consent of Indemnitor, which consent shall not be unreasonably withheld, and the Indemnitor shall not agree to make any settlement of any Claim which would not include the unconditional release of the Indemnatee without the written consent of Indemnatee, which consent shall not be unreasonably withheld.

(c) If the Indemnatee shall notify the Indemnitor of any claim or demand pursuant to Section 9.4(a), and if such claim or demand relates to a claim or demand asserted by a third party against the Indemnatee which the Indemnitor acknowledges is a claim or demand for which it must indemnify or hold harmless the Indemnatee under Sections 9.1 or 9.2, the Indemnitor shall have the right to employ counsel acceptable to the Indemnatee to defend any such claim or demand asserted against the Indemnatee. The Indemnatee shall have the right to participate in the defense of any such claim or demand. The Indemnitor shall notify the Indemnatee in writing, as promptly as possible (but in any case before the due date for the answer or response to a claim) after the date of the notice of claim given by the Indemnatee to the Indemnitor under Section 9.4(a) of its election to defend in good faith any such third party claim or demand. So long as the Indemnitor is defending in good faith any such claim or demand asserted by a third party against the Indemnatee, the Indemnatee shall not settle or compromise such claim or demand. The Indemnatee shall make available to the Indemnitor or its agents all records and other materials in the Indemnatee's possession reasonably required by it for its use in contesting any third party claim or demand. Whether or not the Indemnitor elects to defend any such claim or demand, the Indemnatee shall have no obligations to do so.

**9.5 Remedies.** Except as otherwise specifically provided in this Agreement, the foregoing indemnification provisions are the sole and exclusive remedy any party may have from and after the Closing for a breach of any representation or warranty hereunder.

**9.6 Obligations of Durden Enterprises.** Durden hereby agrees that it shall be fully responsible for, and hereby irrevocably and unconditionally guarantees the performance by Seller of all of Seller's obligations under this Article 9 and shall be permitted to exercise all of Seller's rights and remedies under this Article 9. Durden hereby waives notice of acceptance, demand for payment, protest, notice of dishonor or non-payment, suit or the taking of and failure to take other action by Buyer against Seller to enforce Seller's indemnification obligations hereunder. Any and all suretyship defenses are hereby waived by Seller.

## **ARTICLE 10**

### **FURTHER AGREEMENTS**

**10.1 Event of Loss.** Upon the occurrence of an Event of Loss prior to the Closing, if the cost of repair, replacement or restoration of the damaged, destroyed or lost property does not exceed the amount of all insurance proceeds payable to Seller, Seller will repair, replace or restore such property at Seller's cost prior to Closing. If the cost of such repair, replacement or restoration exceeds the amount of all insurance proceeds payable to Seller for such property, Seller may elect to repair, replace or restore such property at Seller's cost before Closing and if Seller elects not to do so, then Buyer may at its sole option: (i) elect to repair, replace or restore such property, and Seller shall pay to Buyer an amount equal to all insurance proceeds payable to Seller for such property and Buyer shall pay the balance; (ii) elect to waive such repair, restoration or replacement and proceed to Closing, in which case Seller shall pay to Buyer all insurance proceeds; or (iii) elect to waive such repair, restoration or replacement and terminate this Agreement without liability to Seller.

**10.2 Station Employees.** Buyer may at any time after the FCC application is filed approach Station Employees and make arrangements or enter into agreements with such employees concerning becoming employees of the Buyer, although Buyer assumes by this Agreement no obligation to employ or continue the employment of any Person after the Closing. All such offers of employment shall be expressly conditioned upon the consummation of the Closing and Buyer shall not negotiate or enter into agreements with Station Employees to become employees of any other radio station owned by Buyer, other than stations of Buyer in the Dothan, Alabama market and operated after Closing in combination with the Stations; provided, however, that if this Agreement is terminated for any reason, for a period of nine months from the date of any such termination, Buyer shall not solicit or hire any employee of Seller (including anyone who was an employee within six (6) months of termination of this Agreement) excepting any persons hired as a result of a general solicitation by Buyer. Seller shall, prior to the Closing, but not earlier than the day prior to the Closing Date, terminate all Seller's Employees. Any notification required by any federal, state or local law governing mass layoffs or terminations, including without limitation the federal Worker Adjustment and Retraining Notification Act of 1988, shall be given by Seller.

**10.3 Bulk Transfer.** Buyer and Seller hereby waive compliance with the bulk transfer provisions of the Uniform Commercial Code of Alabama and all similar laws. Except for the Assumed Liabilities, Seller shall promptly pay and discharge when and as due all liabilities and obligations arising out of or relating to Seller's ownership, operation and sale of the Stations.

## ARTICLE 11

### TERMINATION; MISCELLANEOUS

**11.1 Termination.** This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing Date, as follows:

- (a) by mutual written agreement of Seller and Buyer; or
- (b) by Buyer, if Buyer is not then in material breach of this Agreement and Seller is then in material breach of this Agreement, and such breach remains uncured for ten (10) days after receipt of written notice thereof from Buyer; or
- (c) by Seller, if Seller is not then in material breach of this Agreement and Buyer is then in material breach of this Agreement, and such breach remains uncured for ten (10) days after receipt of written notice thereof from Seller; or
- (d) by Buyer or Seller, if the terminating party is not then in material breach of this Agreement or any Related Purchase Agreement, and if the Closing has not occurred on or before the date that is twelve (12) months from the date hereof;
- (e) by Buyer or Seller, if such terminating party is not in material breach of this Agreement or any Related Purchase Agreement, if any Related Purchase Agreement is terminated without the transactions contemplated thereunder having closed for any reason or otherwise fails to close within 12 months from the date hereof; provided that at Buyer's or Seller's election, the Closing Date shall be extended for up to an additional 6 months if the Related FCC Consents have not been obtained;
- (f) by Buyer pursuant to Section 10.1; or
- (g) by Buyer or Seller if any court of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any order, judgment, decree, injunction or ruling which restrains, enjoins or otherwise prohibits the Closing and such order, judgment, decree, injunction or ruling shall have become final and nonappealable.

### **11.2 Rights on Termination; Waiver.**

(a) In the event of the termination of this Agreement as provided in Section 11.1 above, all further obligations of the parties under or pursuant to this Agreement shall terminate without further liability of either party, and the Earnest Money, together with all accrued interest thereon, shall be returned promptly to Buyer pursuant to the terms of the Escrow Agreement, except (i) as provided in Sections 11.2(b) and (c) below, and (ii) for claims resulting from any breach of this Agreement prior to the termination of this Agreement;

(b) If Seller is in material default in the performance of its obligations under this Agreement or has breached in any material respect its representations and warranties hereunder and Buyer is not in material default of its obligations under this Agreement and has not breached in any material respects its representations and warranties hereunder, then Buyer

shall be entitled to pursue all legal and equitable remedies against Seller for such default or breach, including specific performance (Seller hereby acknowledges that the Purchased Assets are unique and that Buyer has no adequate remedy at law if Seller breaches this Agreement), and the Earnest Money, together with all accrued interest thereon, shall be returned promptly to Buyer pursuant to the terms of the Escrow Agreement.

(c) If Buyer is in material default in the performance of its obligations under this Agreement, or Buyer has breached in any material respect its representations and warranties hereunder and Seller has terminated this Agreement pursuant to Section 11.1(c) hereof as a result thereof, or Seller has terminated this Agreement pursuant to Sections 11.1(e) as a result of the breach of any Related Purchase Agreement by either Buyer or the Gulf South entity party to any Related Purchase Agreement and in any such case, Seller is not in material default of its obligations under this Agreement and has not breached in any material respect its representations and warranties hereunder, then Seller shall be entitled to retain the Earnest Money under this Agreement, as its sole remedy and as liquidated damages for such breach or default by Buyer. Buyer and Seller agree that actual damages would be difficult or impossible to calculate in the event of a breach or default by Buyer hereunder or under the Related Purchase Agreement and that the Earnest Money and accrued interest thereon would represent a fair and equitable amount to compensate Seller for such breach or default. Nothing herein shall constitute a waiver by Gulf South or Buyer of any of its claims against each other resulting from such forfeiture of the Earnest Money or a waiver by Seller of any of its rights and remedies under the Related Purchase Agreements.

**11.3 Further Assurances.** From time to time after the Closing Date, upon the reasonable request of Buyer, Seller shall execute and deliver, or cause to be executed and delivered, such further instruments of conveyance, assignment and transfer and take such further action, without payment of further consideration, as Buyer may reasonably request in order more effectively to sell, assign, convey, transfer, reduce to possession and record title to any of the Purchased Assets. Seller agrees to cooperate with Buyer and its counsel in all reasonable respects to assure to Buyer the continued title to and possession of the Purchased Assets in the condition and manner contemplated by this Agreement.

**11.4 Schedules.** Any disclosure made in any Schedule to this Agreement which should, based on the substance of such disclosure, be applicable to another Schedule to this Agreement shall be deemed to be made with respect to such other Schedule regardless of whether or not a specific reference is made thereto; provided, that the description of such item on a Schedule is such that Buyer could reasonably be expected to ascertain that such disclosure would relate to such other provision of this Agreement.

**11.5 Survival.** The obligations to indemnify contained in Article 9 hereof, the agreements contained herein, the representations and warranties made in this Agreement or made pursuant hereto shall survive the Closing and the consummation of the transactions contemplated by this Agreement, and shall survive any independent investigation by Buyer or Seller, and any dissolution, merger or consolidation of Buyer or Seller and shall bind the legal representatives, assigns and successors of Buyer and Seller; provided, that the representations and warranties set forth herein, other than those contained in Sections 4.1, 4.2, 4.5, 5.1, 5.2 and 5.4, which shall survive indefinitely, shall only survive until nine (9) months from the Closing Date; and



provided, further, that if a claim is made pursuant to Article 9 within such 9 months period, such representation or warranty shall survive until final resolution of such claim.

**11.6 Entire Agreement; Amendment; and Waivers.** This Agreement, and the Recitals hereto which are hereby incorporated herein by this referenced, and the documents referred to herein and to be delivered pursuant hereto constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision or breach of this Agreement, whether or not similar, unless otherwise expressly provided.

**11.7 Expenses.** Except as otherwise specifically provided herein, whether or not the transactions contemplated by this Agreement are consummated, each of the parties hereto shall pay the fees and expenses of its respective counsel, accountants and other experts incident to the negotiation and preparation of this Agreement and consummation of the transactions contemplated hereby; provided, that, if any party institutes any action or proceeding against any other party at law or in equity to enforce any provision of this Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of this Agreement, or otherwise in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party or parties reasonable attorneys' fees and costs for services rendered to the prevailing party in such action or proceeding.

**11.8 Benefit; Assignment.** This Agreement shall be binding upon and inure to the benefit of and shall be enforceable by Buyer and Seller and their respective proper successors and assigns. This Agreement may not be assigned by Seller to another party without the prior written consent of Buyer, which consent will not be unreasonably withheld. This Agreement may not be assigned by Buyer to another party without the prior written consent of Seller, which consent will not be unreasonably withheld; provided, however, Buyer may freely assign some or all of its rights and obligations hereunder to any affiliate so long as such affiliate is qualified to be the FCC licensee of the Stations and provided further that Buyer shall remain liable for its obligations hereunder. Any such assignee of Buyer shall fully assume the obligations of Buyer hereunder.

**11.9 Confidentiality.**

(a) Buyer agrees that prior to Closing, Buyer and its agents and representatives shall not use for its or their own benefit (except when required by law and except for use in connection with Buyer's financing of the transaction and Buyer's investigation of the Stations and its assets in connection with this Agreement), and shall hold in strict confidence and not disclose: (i) any data or information relating to Seller, its affiliates or the Stations obtained from Seller or any of its managers, members, directors, officers, employees, agents or representatives in connection with this Agreement; or (ii) any data and information relating to the business, customers, financial statements, conditions or operations of the Stations, in each case

which is confidential in nature and not generally known to the public (clauses (i) and (ii) together, "Seller's Information"). If the transactions contemplated in this Agreement are not consummated for any reason, Buyer shall return to Seller all data, information and any other written material obtained by Buyer from Seller in connection with this transaction and any copies, summaries or extracts thereof, and shall refrain from disclosing any of Seller's Information to any third party or using any of Seller's Information for its own benefit or that of any other Person.

(b) Seller agrees that Seller and its respective agents and representatives shall not use for their own benefit (except when required by law and except for use in connection with their respective investigations and reviews of Buyer in connection with this Agreement), and shall hold in strict confidence and not disclose: (i) any data or information relating to Buyer or its Affiliates obtained from Buyer, or from any of its managers, members, directors, officers, employees, agents or representatives, in connection with this Agreement; or (ii) any data and information relating to the business, customers, financial statements, conditions or operations of Buyer which is confidential in nature and not generally known to the public (clauses (i) and (ii) together "Buyer's Information"). If the transactions contemplated in this Agreement are not consummated for any reason, Seller shall return to Buyer all data, information and any other written material obtained by Seller from Buyer in connection with this transaction and any copies, summaries or extracts thereof and shall refrain from disclosing any of Buyer's Information to any third party or using any of Buyer's Information for its own benefit or that of any other Person.

(c) For the avoidance of doubt, each of Seller and Buyer shall be permitted to provide such information regarding the terms and conditions of this Agreement and the status of the satisfaction of conditions to its Closing to the other parties to the Related Purchase Agreements as necessary or appropriate to allow for the mutual negotiation of said agreements and their related execution, prosecution and closing.

**11.10 Notices.** All communications or notices required or permitted hereby shall be in writing and shall be deemed to have been given (i) on the date of personal delivery to an officer of the other party, or (ii) if sent by facsimile machine to the number shown below, on the date of such confirmed facsimile transmission, or (iii) when properly deposited for delivery by commercial overnight delivery service, prepaid, or by deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, on the date that is two days after the date set forth in the records of such delivery service or on the return receipt, and shall be addressed as follows, unless and until either of such parties notifies the other in accordance with this Section of a change of address or change of fax number:

If to Seller:	Magic Broadcasting Alabama, LLC Magic Broadcasting Alabama Licensing, LLC 2605 Thomas Drive Panama City, FL 32408 Attention: CEO
---------------	--

With a copy to:	Greenberg Traurig, LLP 3290 Northside Parkway
-----------------	--

Suite 400  
Atlanta, GA 30327  
Attention: Stacey Orr Gallant, Esq.  
gallants@gtlaw.com

If to Buyer: Southeast Alabama Broadcasters, LLC  
152 Shore Line Drive  
Mary Esther, FL 32569  
Attn: Georgia Edmiston

With a copy to: Charles Spencer, Esq.  
Hebert, Spencer, Cusimano and Fry, LLP  
701 Laurel Street  
Baton Rouge, LA 70802-5692  
clsatty@gmail.com

**11.11 Counterparts; Headings.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement. The Table of Contents and Article and Section headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

**11.12 Income Tax Position.** Neither Buyer nor Seller shall take a position for income tax purposes which is inconsistent with this Agreement.

**11.13 Severability.** If any provision, clause or part of this Agreement or the application thereof under certain circumstances is held invalid, or unenforceable, the remainder of this Agreement, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.

**11.14 Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of Alabama, without regard to the conflict of law principles thereof.

**11.15 Third-Party Beneficiaries.** This Agreement is intended to benefit only the parties to this Agreement, their successors and permitted assigns. No other Person is an intended or incidental beneficiary of this Agreement.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties have executed this Purchase and Sale Agreement as of the day and year first above written.

**"BUYER"**

**SOUTHEAST ALABAMA  
BROADCASTERS, LLC**

By: Georgia R. Edmiston  
Name: Georgia R. Edmiston  
Title: Manager

**"SELLER"**

**MAGIC BROADCASTING, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MAGIC BROADCASTING ALABAMA, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MAGIC BROADCASTING ALABAMA  
LICENSING, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Solely for purposes of its obligations under  
Article 9:

**DURDEN ENTERPRISES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Purchase and Sale Agreement as of the day and year first above written.

**"BUYER"**

**SOUTHEAST ALABAMA  
BROADCASTERS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"SELLER"**

**MAGIC BROADCASTING, LLC**

By: Michael E. Durden  
Name: Michael E. Durden  
Title: Chief Executive Officer

**MAGIC BROADCASTING ALABAMA, LLC**

By: Michael E. Durden  
Name: Michael E. Durden  
Title: Chief Executive Officer

**MAGIC BROADCASTING ALABAMA  
LICENSING, LLC**

By: Michael E. Durden  
Name: Michael E. Durden  
Title: Chief Executive Officer

Solely for purposes of its obligations under  
Article 9:

**DURDEN ENTERPRISES, LLC**

By: Michael E. Durden  
Name: Michael E. Durden  
Title: Chief Executive Officer

## **EXHIBIT "A"**

### **ASSUMPTION AGREEMENT**

**THIS ASSUMPTION AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and among SOUTHEAST ALABAMA BROADCASTERS, LLC, an Alabama limited liability company ("Buyer"), MAGIC BROADCASTING, LLC, a Florida limited liability company ("Magic"), and MAGIC BROADCASTING ALABAMA, LLC, an Alabama limited liability company (together with Magic, "Seller").

**WHEREAS**, pursuant to a Purchase and Sale Agreement dated February 8, 2011 (the "Purchase Agreement") by and among Buyer, Magic Broadcasting Alabama Licensing, LLC, an Alabama limited liability company, and Seller, Buyer has agreed to assume certain of the liabilities and obligations of Seller.

**NOW, THEREFORE**, pursuant to the Purchase Agreement and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

**1. ASSUMPTION.** Buyer hereby assumes and agrees to pay, perform and be bound by all of the covenants, terms and obligations under the Assumed Liabilities, as defined in the Purchase Agreement.

**2. BENEFIT.** This Assumption Agreement is intended solely to benefit the parties hereto and shall not create any liabilities to any other parties or expand any liabilities to any other parties.

**3. THE PURCHASE AGREEMENT.** This Assumption Agreement is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Assumption Agreement shall be deemed to supersede any of the covenants, agreements, representations or warranties of Seller or Buyer contained in the Purchase Agreement.

**[SIGNATURES APPEAR ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Assumption Agreement as of the date first above written.

**"BUYER"**

**SOUTHEAST ALABAMA  
BROADCASTERS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"SELLER"**

**MAGIC BROADCASTING, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MAGIC BROADCASTING ALABAMA,  
LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT "B"**

### **BILL OF SALE AND ASSIGNMENT**

**THIS BILL OF SALE AND ASSIGNMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and among SOUTHEAST ALABAMA BROADCASTERS, LLC, an Alabama limited liability company ("Buyer"), MAGIC BROADCASTING, LLC, a Florida limited liability company ("Magic"), and MAGIC BROADCASTING ALABAMA, LLC, an Alabama limited liability company (together with Magic, "Seller").

**WHEREAS**, pursuant to a Purchase and Sale Agreement dated February 8, 2011 (the "Purchase Agreement") by and among Buyer, Magic Broadcasting Alabama Licensing, LLC, an Alabama limited liability company, and Seller, Seller has agreed to sell and assign to Buyer and Buyer has agreed to purchase and accept from Seller, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, certain of the assets, properties and rights of Seller.

**NOW, THEREFORE**, pursuant to the Purchase Agreement and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

**1. CONVEYANCE.** Seller hereby sells, assigns, conveys, transfers and delivers to Buyer all of Seller's right, title and interest in and to the following described assets and property, each of which is included in the definition of "Purchased Assets" under the Purchase Agreement:

- (a) the Accounts Receivable;
- (b) the Customer Lists;
- (c) the Equipment;
- (d) the Intangible Property;
- (e) the Miscellaneous Assets;
- (f) the Motor Vehicles;
- (g) the Records; and
- (h) all other properties and assets included in the definition of "Purchased Assets" under the Purchase Agreement and not expressly conveyed to Buyer pursuant to another instrument delivered pursuant thereto.

**2. ACCEPTANCE.** Buyer hereby accepts the foregoing sale and assignment.

**3. THE PURCHASE AGREEMENT.** This Bill of Sale and Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Bill of Sale and Assignment shall be deemed to supersede any of the covenants, agreements, representations or warranties of Seller or Buyer contained in the Purchase Agreement.

**[SIGNATURES APPEAR ON NEXT PAGE]**



IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale and Assignment as of the date first above written.

**"BUYER"**

**SOUTHEAST ALABAMA  
BROADCASTERS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"SELLER"**

**MAGIC BROADCASTING, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MAGIC BROADCASTING ALABAMA,  
LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "C"**

**BUYER'S CLOSING CERTIFICATE**

I, \_\_\_\_\_, do hereby certify in my official capacity and not individually that:

1. I am the duly elected, qualified and acting Secretary of SOUTHEAST ALABAMA BROADCASTERS, LLC, an Alabama limited liability company ("Buyer").

2. I am familiar with the terms of the Purchase and Sale Agreement dated February 8, 2011 (the "Purchase Agreement") by and among Buyer, MAGIC BROADCASTING, LLC, a Florida limited liability company ("Magic"), MAGIC BROADCASTING ALABAMA, LLC, an Alabama limited liability company ("Magic Alabama"), MAGIC BROADCASTING ALABAMA LICENSING, LLC, an Alabama limited liability company ("Magic Alabama License", and together with Magic and Magic Alabama, "Seller").

3. I make this Certificate on behalf of Buyer pursuant to the provisions of Section 2.3(b) of the Purchase Agreement with the intention that it shall be relied upon by Seller.

4. Attached hereto as Annex "A" is a true and correct copy of the Articles of Organization of Buyer and all amendments thereto. No other amendment to or modification of the Articles of Organization of Buyer has been made nor has any action been taken by the Managers or members of Buyer for the purpose of effecting any further amendment or modification thereof. No resolution has been adopted by the Managers or members of Buyer contemplating the merger, liquidation or dissolution of Buyer.

5. Attached hereto as Annex "B" is a true and correct copy of the Operating Agreement of Buyer and all amendments thereto. No other amendment to or modification of the Operating Agreement of Buyer has been made, nor has any action been taken by the Managers or members of Buyer for the purposes of effecting any further amendment or modification thereof.

6. Attached hereto as Annex "C" is a true and correct copy of resolutions duly adopted by the Managers of Buyer dated \_\_\_\_\_, 20\_\_\_\_. The resolutions set forth in Annex "C" were duly adopted and have not been amended or revoked and are now in full force and effect. No further action by the Managers or members of Buyer is required to approve the Purchase Agreement or the transactions contemplated thereby.

7. The persons named below are, as of the date hereof, duly elected and qualified officers of Buyer, holding the respective offices set forth opposite their names below, and their signatures are set forth opposite their names below:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
_____	President	_____
_____	Secretary	_____

**IN WITNESS WHEREOF**, I have executed this Certificate in my official capacity as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary

I, \_\_\_\_\_, President of Buyer do hereby certify that \_\_\_\_\_ is the duly elected and qualified Secretary of Buyer, and that the signature appearing above is [his/her] genuine signature.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

**ANNEX "A"**  
**ARTICLES OF ORGANIZATION**  
**SOUTHEAST ALABAMA BROADCASTERS, LLC**  
**[ATTACHED HERETO]**

**ANNEX "B"**  
**OPERATING AGREEMENT**  
**SOUTHEAST ALABAMA BROADCASTERS, LLC**  
**[ATTACHED HERETO]**

**ANNEX "C"**  
**RESOLUTIONS**  
**SOUTHEAST ALABAMA BROADCASTERS, LLC**  
**[ATTACHED HERETO]**

## **EXHIBIT "D"**

### **ASSIGNMENT AND ASSUMPTION OF CONTRACTS**

**THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS** is made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and among SOUTHEAST ALABAMA BROADCASTERS, LLC, an Alabama limited liability company ("Buyer"), MAGIC BROADCASTING, LLC, a Florida limited liability company ("Magic"), and MAGIC BROADCASTING ALABAMA, LLC, an Alabama limited liability company (together with Magic, "Seller").

### **RECITALS:**

**WHEREAS**, Seller and Buyer are parties to a certain Purchase and Sale Agreement dated February 8, 2011 (the "Purchase Agreement") by and among Seller, Buyer and Magic Broadcasting Alabama Licensing, LLC, an Alabama limited liability company; and

**WHEREAS**, pursuant to the Purchase Agreement, Seller has agreed to assign the "Contracts" (as defined in the Purchase Agreement) to Buyer and Buyer has agreed to accept such assignment and assume certain of Seller's obligations and liabilities under the Contracts.

**NOW, THEREFORE**, pursuant to the Purchase Agreement and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

**1. ASSIGNMENT.** Seller hereby assigns to Buyer all of Seller's right, title and interest in and to the Contracts.

**2. ASSUMPTION.** Buyer hereby accepts the foregoing assignment. Buyer hereby assumes and agrees to pay, perform and be bound by all of the covenants, terms and obligations contained in the Contracts to be performed by Seller under the Contracts and accruing with respect to the operation of the "Stations" (as defined in the Purchase Agreement) from and after the date hereof.

**3. THE PURCHASE AGREEMENT.** This Assignment and Assumption of Contracts is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Assignment and Assumption of Contracts shall be deemed to supersede any of the covenants, agreements, representations or warranties of Seller or Buyer contained in the Purchase Agreement.

**4. THIRD PARTY CONSENTS.** Seller, for itself and its successors and assigns, covenants and agrees that in the event there are any Contracts otherwise covered by this Assignment and Assumption of Contracts which cannot be transferred or assigned by it without the consent of or notice to a third party and with respect to which any necessary consent or notice has not at the date of delivery of this Assignment and Assumption of Contracts been given or obtained, the beneficial interest in and to, and the obligations and liabilities under, the same shall in any event pass hereby to Buyer, as of the Closing Date (as that term is defined in the Purchase Agreement), who shall perform all such obligations and assume all such liabilities; and Seller, for itself and its successors and assigns, covenants and agrees (i) to hold, and hereby declares

that it holds, such Contracts in trust for and for the benefit of Buyer, its successors and assigns, (ii) to use all reasonable efforts to obtain and secure a valid transfer or transfers of such Contracts, and (iii) to use all reasonable efforts to make or complete such transfers as soon as reasonably possible.

**5. BENEFIT.** This Assignment and Assumption of Contracts is intended solely to benefit the parties and shall not create any liabilities to any other parties or expand any liabilities to any other parties.

*[Signatures Appear on Next Page]*



**IN WITNESS WHEREOF**, the parties have executed this Assignment and Assumption of Contracts as of the date first above written.

**"BUYER"**

**SOUTHEAST ALABAMA  
BROADCASTERS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**"SELLER"**

**MAGIC BROADCASTING, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MAGIC BROADCASTING ALABAMA,  
LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "E"**

**ESCROW AGREEMENT**

**ESCROW AGREEMENT**

THIS ESCROW AGREEMENT, effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and among:

**BUYER:** Southeast Alabama Broadcasters, LLC

Address: 152 Shore Line Drive  
Mary Esther, FL 32569  
Attention: Georgia Edmiston

**SELLER:** Magic Broadcasting, LLC  
Magic Broadcasting Alabama, LLC

Address: 2605 Thomas Drive, Suite 150  
Panama City Beach, FL 32408  
Attention: Michael Durden

**ESCROW AGENT:** Media Venture Partners, LLC

Address: 244 Jackson Street  
Fourth Floor  
San Francisco, CA 94111  
Attention: Elliot Evers

**WITNESSETH:**

WHEREAS, Buyer and Seller have entered into a Purchase and Sale Agreement of even date herewith with respect to radio stations WLDA and WJRL-FM, in Dothan, Alabama (the "Agreement"), and

WHEREAS, the parties wish to provide for an orderly disposition of the funds deposited into escrow pursuant to said Agreement;

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

1. DEPOSIT OF ESCROW FUNDS Upon the execution of this Escrow Agreement, Buyer is delivering or causing to be delivered to the Escrow Agent, the sum of **Fifty Thousand Dollars (\$50,000)** by wire transfer. Upon receipt, the Escrow Agent shall provide Buyer and Seller with confirmation thereof. Upon the closing of the transactions contemplated by

the Agreement, Buyer shall deposit with the Escrow Agent the A/R Consideration (as defined in the Agreement). Upon receipt of the A/R Consideration, the Escrow Agent shall provide Buyer and Seller with confirmation thereof.

2. INVESTMENT OF ESCROW FUNDS The Escrow Agent shall invest and reinvest the escrow funds in federally insured accounts to which neither Buyer nor Seller object after having been given notice; provided, that the Escrow Agent shall not be required to invest in or hold any instrument in bearer form. The Escrow Agent shall hold said escrow funds together with all interest accumulated thereon and proceeds therefrom and dispose of the same in accordance with this Escrow Agreement.
3. DISPOSITION OF ESCROW FUNDS The Escrow Agent shall promptly release all or a portion of the escrow funds to Buyer or Seller, as the case may be, upon the first to occur of the following circumstances:
  - (i) the Escrow Agent receives joint written instructions from Seller and Buyer directing the Escrow Agent to make such release; or
  - (ii) the Escrow Agent receives a final order of a court of competent jurisdiction authorizing the Escrow Agent to make such release.
4. CONTROVERSIES WITH RESPECT TO ESCROW: The Escrow Agent shall disburse the escrow fund in accord with the provisions of paragraph 3 above upon the joint written instructions of the Seller and Buyer or their duly designated representatives. If the Escrow Agent shall not have received such joint written instructions and a controversy shall exist between Buyer and Seller as to the correct disposition of the escrow funds, the Escrow Agent shall continue to hold the escrow funds and the income earned or accrued thereon until:
  - (a) The receipt by the Escrow Agent of the joint written instructions of the Seller and Buyer as to the disposition of the escrow funds; or
  - (b) The receipt by the Escrow Agent of a final order entered by a court of competent jurisdiction determining the disposition of the escrow funds and the income earned or accrued thereon; or
  - (c) The Escrow Agent shall have, at its option, filed an action or bill in interpleader, or similar action for such purpose, in a court of competent jurisdiction and paid the escrow funds and all income earned or accrued thereon into said court, in which event, the Escrow Agent's duties, responsibilities and liabilities with respect to the escrow fund, proceeds therefrom and this Agreement shall terminate.
5. CONCERNING THE ESCROW AGENT The following shall control the fees, resignation, discharge, liabilities and indemnification of the Escrow Agent:
  - (a) The Escrow Agent shall charge no fees for its service hereunder, but shall be reimbursed for all reasonable out-of-pocket expenses incurred or made by the Escrow

Agent in performance of his duties hereunder (if any); one-half (1/2) of any such expenses to be paid by Buyer and one-half (1/2) to be paid by the Seller, other than expenses for investments authorized hereunder which shall be borne by Buyer.

- (b) The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving written notice of such resignation to the parties hereto, specifying the date when such resignation shall take effect. Upon such notice, a successor escrow agent shall be appointed with the unanimous consent of the parties hereto, and the service of such successor escrow agent shall be effective as of the date of resignation specified in such notice, which date shall not be less than thirty (30) days after the giving of such notice. If the parties hereto are unable to agree upon a successor escrow agent within thirty (30) days after such notice, the Escrow Agent shall be authorized to appoint its successor. The Escrow Agent shall continue to serve until its successor accepts the escrow by written notice to the parties hereto and the Escrow Agent deposits the escrow fund with such successor escrow agent.
- (c) The Escrow Agent undertakes to perform such duties as are specifically set forth herein and may conclusively rely, and shall be protected in acting or refraining from acting, on any written notice, instrument or signature believed by it to be genuine and to have been signed or presented by the proper party or parties duly authorized to do so. The Escrow Agent shall have no responsibility for the contents of any writing contemplated herein and may rely without any liability upon the contents thereof, except in the case of the Escrow Agent's own misconduct or gross negligence.
- (d) The Escrow Agent shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted by it in good faith, or in accordance with advice of counsel and it shall not be liable for any mistake of fact or error of judgment or for any acts or omissions of any kind unless caused by its own misconduct or gross negligence.
- (e) Each of the Buyer and Seller agrees to indemnify the Escrow Agent and hold it harmless against any and all liabilities incurred by it hereunder as a consequence of such party's action, and the Buyer and Seller agree jointly to indemnify the Escrow Agent and hold it harmless against any and all liabilities incurred by it hereunder which are not a consequence of any party's actions, except in the case of liabilities incurred by the Escrow Agent resulting from its own misconduct or gross negligence.
- (f) The Escrow Agent acts hereunder as a depository only, and is not responsible or liable in any manner for the sufficiency, correctness, genuineness or validity of any cash or security deposited with it, except in the case of the Escrow Agent's own misconduct or gross negligence.
- (g) Buyer and Seller agree each to pay any costs incurred pursuant to paragraph 5(a) above within fifteen (15) days of presentment, including reasonable attorney's fees which the Escrow Agent may expend or incur in any dispute or action.

Should Buyer or Seller fail to reimburse Escrow Agent for such out-of-pocket costs and/or attorney's fees, the Escrow Agent, at its option, may choose to deduct said expenses from any escrow funds disbursed from the escrow account.

6. MISCELLANEOUS

- (a) This Escrow Agreement shall be construed by and governed in accordance with the laws of the State of California, applicable to agreements executed and wholly to be performed therein.
- (b) This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.
- (c) This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- (d) All notices, requests, demands and other communication hereunder shall be in writing, shall be given simultaneously to all parties hereunder and shall be deemed to have been duly given if delivered or mailed (certified mail, postage pre-paid, return receipt requested) as follows:

If to Buyer:	Southeast Alabama Broadcasters, LLC 152 Shore Line Drive Mary Esther, FL 32569 Attn: Georgia Edmiston
With a copy to:	Charles Spencer, Esq. Hebert, Spencer, Cusimano and Fry LLP 701 Laurel Street Baton Rouge, LA 70802
If to Seller:	Magic Broadcasting, LLC 2605 Thomas Drive, Suite 150 Panama City Beach, FL 32408 Attention: Michael Durden Facsimile: 850-236-0533
And to:	Greenberg Traurig, LLP 3290 Northside Parkway, Suite 400 Atlanta, GA 30327 Attention: Stacey Orr Gallant Facsimile: (678) 553-2461

If to Escrow Agent:           Media Venture Partners, LLC  
  244 Jackson Street  
  Fourth Floor  
  San Francisco, CA 94111  
  Attention: Elliot Evers  
  Facsimile: (415) 391-4912

or to such other addresses as any party may have furnished to the other in writing, in accord herewith.

7.     TERMINATION: This Escrow Agreement shall automatically terminate upon the distribution of the escrow fund in accord with the terms hereof.

{Signatures appear on the following page}

IN WITNESS WHEREOF, the parties have duly executed this Escrow Agreement as of the date first above written.

**SELLER:**                   **MAGIC BROADCASTING, LLC**  
                                 **MAGIC BROADCASTING ALABAMA, LLC**

By: \_\_\_\_\_  
    Name:  
    Title:

**BUYER:**                   **SOUTHEAST ALABAMA BROADCASTERS, LLC**

By: \_\_\_\_\_  
    Name:  
    Title:

**ESCROW AGENT: Media Venture Partners, LLC**

By: \_\_\_\_\_  
    Name:  
    Title:

## **EXHIBIT "F"**

### **ASSIGNMENT AND ASSUMPTION OF LEASES**

**THIS ASSIGNMENT AND ASSUMPTION OF LEASES** is made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and among SOUTHEAST ALABAMA BROADCASTERS, LLC, an Alabama limited liability company ("Buyer"), MAGIC BROADCASTING, LLC, a Florida limited liability company ("Magic"), and MAGIC BROADCASTING ALABAMA, LLC, an Alabama limited liability company (together with Magic, "Seller").

**WHEREAS**, Seller and Buyer are parties to a certain Purchase and Sale Agreement dated February 8, 2011 (the "Purchase Agreement") by and among Buyer, Magic Broadcasting Alabama Licensing, LLC, an Alabama limited liability company, and Seller; and

**WHEREAS**, Seller is a party to the Leases;

**WHEREAS**, pursuant to the Purchase Agreement, Seller has agreed to assign the Leases to Buyer and Buyer has agreed to accept such assignment and assume certain of Seller's obligations and liabilities under the Leases.

**NOW, THEREFORE**, pursuant to the Purchase Agreement and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

**1. ASSIGNMENT.** Seller hereby assigns to Buyer all of Seller's right, title and interest in and to the Leases.

**2. ASSUMPTION.** Buyer hereby accepts the foregoing assignment. Buyer hereby assumes and agrees to pay, perform and be bound by all of the covenants, terms and obligations contained in the Leases to be performed by the Seller thereunder and accruing with respect to the operation of the Stations from and after the date hereof, subject to any amendments to the Leases entered into between the Buyer and the other parties thereto.

**3. THE PURCHASE AGREEMENT.** Nothing contained in this Assignment and Assumption of Leases shall be deemed to supersede any of the obligations, agreements, covenants or warranties of Seller or Buyer contained in the Purchase Agreement.

**4. THIRD PARTY CONSENTS.** Seller, for itself and its successors and assigns, covenants and agrees that in the event there are any Leases otherwise covered by this Assignment and Assumption of Leases which cannot be transferred or assigned by it without the consent of or notice to a third party and with respect to which any necessary consent or notice has not at the date of delivery of this Assignment and Assumption of Leases been given or obtained, the beneficial interest in and to, and the obligations and liabilities under, the same shall in any event pass hereby to Buyer as of the Closing Date who shall perform all such obligations and assume all such liabilities; and Seller, for itself and its successors and assigns, covenants and agrees (i) to hold, and hereby declares that it holds, such Leases in trust for and for the benefit of Buyer, its successors and assigns, (ii) to use all reasonable efforts to obtain and secure a valid



transfer or transfers of such Leases, and (iii) to use all reasonable efforts to make or complete such transfers as soon as reasonably possible.

**5. DEFINITIONS.** Except where otherwise specifically provided, capitalized terms used herein shall have the same meaning as in the Purchase Agreement.

**6. BENEFIT.** This Assignment and Assumption of Leases is intended solely to benefit the parties and shall not create any liabilities to any other parties or expand any liabilities to any other parties.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties have executed this Assignment and Assumption of Leases as of the date first above written.

**"BUYER"**

**SOUTHEAST ALABAMA  
BROADCASTERS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**"SELLER"**

**MAGIC BROADCASTING, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MAGIC BROADCASTING ALABAMA,  
LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT "G"**

### **ASSIGNMENT OF LICENSES, PERMITS AND AUTHORIZATION**

FOR VALUE RECEIVED, MAGIC BROADCASTING, LLC, a Florida limited liability company ("Magic"), MAGIC BROADCASTING ALABAMA, LLC, an Alabama limited liability company ("Magic Alabama"), MAGIC BROADCASTING ALABAMA LICENSING, LLC, an Alabama limited liability company ("Magic Alabama License", and together with Magic and Magic Alabama, "Assignor"), hereby grant, assign, and convey to SOUTHEAST ALABAMA BROADCASTERS, LLC, an Alabama limited liability company ("Assignee"), all licenses, permits and authorizations issued to Seller by the FCC or issued to Seller by any federal, state or local governmental authority other than the FCC, with respect to the operation of commercial radio broadcast stations WLDA and WJRL-FM, Dothan Alabama (collectively, the "Stations"), including all amendments, renewals, extensions and applications therefore, and all public inspection files and other required records of Seller, including, without limitation, those required by the FCC, all of which are listed on Schedule A attached hereto.

Each capitalized term used but not otherwise defined herein shall have the meaning given to such term in that certain Purchase and Sale Agreement dated February 8, 2011 by and among Assignor and Assignee (the "Purchase Agreement").

This Assignment of Licenses, Permits and Authorization is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained herein shall be deemed to supersede any of the covenants, agreements, representations or warranties of Seller or Buyer contained in the Purchase Agreement.

This Assignment of Licenses, Permits and Authorizations is executed as of this \_\_\_\_ day of \_\_\_\_\_, 2011.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

**“ASSIGNOR”**

**MAGIC BROADCASTING, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MAGIC BROADCASTING ALABAMA,  
LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MAGIC BROADCASTING ALABAMA  
LICENSING, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED:**

**SOUTHEAST ALABAMA  
BROADCASTERS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE A**

**Licenses**

[TO BE INSERTED]

## **EXHIBIT "H"**

### **SELLER'S CLOSING CERTIFICATE**

I, \_\_\_\_\_, do hereby certify in my official capacity and not individually that:

1. I am the duly elected, qualified and acting Secretary of Magic Broadcasting, LLC, a Florida limited liability company, Magic Broadcasting Alabama, LLC, an Alabama limited liability company, and Magic Broadcasting Alabama Licensing, LLC, an Alabama limited liability company (collectively, "Seller").

2. I am familiar with the terms of the Purchase and Sale Agreement dated February 8, 2011 (the "Purchase Agreement") by and among Seller and Southeast Alabama Broadcasters, LLC, an Alabama limited liability company ("Buyer").

3. I make this Certificate on behalf of Seller pursuant to the provisions of Section 2.3(a) of the Purchase Agreement with the intention that it shall be relied upon by Buyer.

4. Attached hereto as Annex "A" is a true and correct copy of the Articles of Organization of Seller and all amendments thereto. No other amendment to or modification of the Articles of Organization of Seller has been made, nor has any action been taken by the Managers or members of Seller for the purpose of effecting any further amendment or modification thereof. No resolution has been adopted by the Managers or members of Seller contemplating the merger, liquidation or dissolution of Seller.

5. Attached hereto as Annex "B" is true and correct copy of the Operating Agreement of Seller and all amendments thereto. No other amendment to or modification of the Operating Agreement of Seller has been made, nor has any action been taken by the Managers or members of Seller for the purposes of effecting any further amendment or modification thereof.

6. Attached hereto as Annex "C" is a true and correct copy of resolutions duly adopted by the Managers of Seller dated \_\_\_\_\_, 20\_\_\_. The resolutions set forth in Annex "C" were duly adopted and have not been amended or revoked and are now in full force and effect. No further action by the Managers or any members of Seller is required to approve the Purchase Agreement or the transactions contemplated thereby.

7. The persons named below are, as of the date hereof, duly elected and qualified officers of Seller, holding the respective offices set forth opposite their names below, and their signatures are set forth opposite their names below:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
_____	President	_____
_____	Secretary	_____

*[signatures appear on the following page]*

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity as of  
this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary

I, \_\_\_\_\_, President of Seller, do hereby certify that  
\_\_\_\_\_ is the duly elected and qualified Secretary of Seller, and that the  
signature appearing above is [his/her] genuine signature.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President



**ANNEX "A"**  
**ARTICLES OF ORGANIZATION**  
[ATTACHED HERETO]

**ANNEX "B"**  
**OPERATING AGREEMENT**  
[ATTACHED HERETO]

**ANNEX "C"**  
**MANAGER RESOLUTIONS**

[ATTACHED HERETO]

**EXHIBIT "I"**

**ASSIGNMENT AND ASSUMPTION OF REGISTERED TRADEMARKS**

**THIS ASSIGNMENT AND ASSUMPTION OF REGISTERED TRADEMARKS** is made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and among SOUTHEAST ALABAMA BROADCASTERS, LLC, an Alabama limited liability company ("Assignee"), MAGIC BROADCASTING, LLC, a Florida limited liability company ("Magic"), and MAGIC BROADCASTING ALABAMA, LLC, an Alabama limited liability company (together with Magic, "Assignor").

**WHEREAS**, Assignor is the owner of certain registered trademarks and the good will appurtenant thereto and certain trademark registrations therefor, which trademarks and registrations are listed and described in ANNEX "A" attached hereto (the "Marks");

**WHEREAS**, pursuant to a Purchase and Sale Agreement dated February 8, 2011 (the "Purchase Agreement") by and among Assignee, Magic Broadcasting Alabama Licensing, LLC, an Alabama limited liability company, and Assignor, Assignor has agreed to sell and assign to Assignee and Assignee has agreed to purchase and accept from Assignor, the entire right, title and interest in and to the Marks and registrations therefor;

**NOW, THEREFORE**, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, and Assignee does hereby accept and assume the entire right, title and interest in and to the Marks and registrations therefor, together with the good will appurtenant thereto and the entire right, title and interest in and to any equity arising out of past, present or future infringement of the Marks.

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment and Assumption of Registered Trademarks on the date first above written.

**"ASSIGNEE"**

**SOUTHEAST ALABAMA  
BROADCASTERS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**"ASSIGNOR"**

**MAGIC BROADCASTING, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MAGIC BROADCASTING ALABAMA,  
LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[NOTARY SIGNATURES APPEAR ON FOLLOWING PAGE]

STATE OF \_\_\_\_\_ )

)ss

COUNTY OF \_\_\_\_\_ )

The foregoing Assignment and Assumption of Registered Trademarks was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ who being duly sworn, did say that he/she is the \_\_\_\_\_ of Magic Broadcasting, LLC, a Florida limited liability company and Magic Broadcasting Alabama, LLC, an Alabama limited liability company, and has executed this Assignment and Assumption of Registered Trademarks on behalf of such limited liability companies.

Notary Public

My commission expires:

STATE OF \_\_\_\_\_ )

)ss

COUNTY OF \_\_\_\_\_)

The foregoing Assignment and Assumption of Registered Trademarks was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ who being duly sworn, did say that he/she is the \_\_\_\_\_ of Southeast Alabama Broadcasters, LLC, an Alabama limited liability company, and has executed this Assignment and Assumption of Registered Trademarks on behalf of such limited liability company.

Notary Public

My commission expires:

ANNEX A  
TRADEMARKS

Trademark

Registration Number

Expiration

**Schedule 1.6 – FCC Licenses (WLDA, WJRL)**

Magic Broadcasting Alabama Licensing, LLC

Radio Station WLDA (FM), 100.5 MHz, Slocumb, Alabama  
Facility Id. No. 60591  
License File No. BLH-20080814AAI  
Grant Date: August 25, 2008, Expires April 1, 2012

Radio Station WJRL (FM), 103.9 MHz, Fort Rucker, Alabama  
Facility Id. No. 63945  
License File No. BLH-20090414AEA  
Grant Date: May 5, 2009, Expires April 1, 2012