

ASSIGNMENT OF COMMON STOCK OPTION

HOMER COLEMAN and DORIS COLEMAN, individually and as the sole trustees of THE COLEMAN GRANDCHILDREN TRUST, dated October 6, 1998, for a value received, hereby assign to J.D.C. Limited Partnership, and Oklahoma Limited Partnership that certain Common Stock Option, granted by HOMER COLEMAN and DORIS COLEMAN, individually and as principal shareholders of J.D.C. Radio, Inc., an Oklahoma corporation, to said COLEMAN GRANDCHILDREN TRUST, granting the COLEMAN GRANDCHILDREN TRUST the option to purchase an aggregate of EIGHT HUNDRED FIFTY (850) shares of the common stock of J.D.C. Radio, Inc., which Common Stock Option was dated October 6, 1998.

The Assignors hereby assert that the Common Stock Option was never exercised by the COLEMAN GRANDCHILDREN TRUST since said option was granted to the COLEMAN GRANDCHILDREN TRUST.

Said Trustees, in consideration of ONE DOLLAR (\$1.00), and other good and valuable consideration, paid to Trustees, the receipt of which is hereby severally acknowledged, being the owners of said Common Stock Option, do individually and severally make over, assign and transfer each for himself or herself, his or her entire right, title or interest in and to said Common Stock Option to J.D.C. Limited Partnership, absolutely.

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Communications

Homer L. Coleman
TRUSTEE

Homer L. Coleman
HOMER COLEMAN, Grantor

Doris Coleman
TRUSTEE

Doris Coleman
DORIS COLEMAN, Grantor

STATE OF OKLAHOMA)
)
COUNTY OF McCURTAIN)

SS

SUBSCRIBED AND SWORN to before me this 25 day of
February, 2004.

Gwen Willingham
NOTARY

MY COMMISSION EXPIRES:

4-14-2007

MY COMMISSION NUMBER:

00006431



COMMON STOCK OPTION

For Value received, HOMER COLEMAN and DORIS COLEMAN, individuals and principal shareholders of J.D.C. Radio, Inc., an Oklahoma Corporation (the "Grantors"), hereby grants to THE COLEMAN GRANDCHILDREN TRUST, dated the 6 day of ~~September~~^{October}, 1998, (the "Holder"), subject to the terms and conditions hereinafter set forth, the option to purchase an aggregate of EIGHT HUNDRED FIFTY (850) shares of the common stock of J.D.C. Radio, Inc. presently held by Grantors, or such other total amount of stock which Grantors shall own upon exercise hereof, without par value (the "Common Stock"), and the Holder agrees to all restrictions contained hereinafter.

1. **Term and Exercise** - This Option may be exercised by the Holder for a period of 10 years after the date hereof, and subject to the right of renewal, described herein, and as described hereinafter.

2. **Exercise of Option** - This option may only be exercised by delivery of written confirmation of exercise of the option by the Holder, in writing, along with the consideration described hereinafter, by personal delivery or delivery by certified mail to Grantors at their address at H.C. 76, Box 95, Eagletown, Oklahoma 74734, or to such other address as Grantors shall notify Holder, in writing, and upon the payment of the consideration described hereinafter.

3. **Consideration for Option** - The consideration for grant of this Option is \$200.00, paid upon execution hereof by Holder, receipt and sufficiency of which is hereby acknowledged by Grantors. The consideration required from the Holder in order to exercise this option shall be \$7,000.00, or such other amount as the parties may later agree. Payments shall be in cash or cash equivalent.

4. **Delivery of Stock** - Within fifteen business days of the exercise of this Option by the Holder as hereinabove provided and which shall have been received by the Grantors, Grantors shall cause all of their stock certificates of common stock of JDC Radio, Inc. to be duly endorsed and delivered to Holder. Grantors shall sign, execute and deliver such other bills of sale or other

documents as are reasonable requested by Holder in effectuating the transfer and transaction contemplated hereby.

5. **Right of First Refusal** - If the Grantors decide without Holder having exercised the Option described hereinbefore, at any time hereafter, to sell the shares of the JDC Radio, Inc. which they own, Grantors shall first offer in writing to sell such shares to Holder or to such person or entity as Holder shall designate to Grantors. Such offer shall be delivered in writing, either personally or by certified mail, to the office of Holder at the address described hereinafter. If Grantors have been offered any consideration by any entity or person other than the Holder to purchase said stock, Grantors shall deliver to the Holder, along with the notice described in this paragraph, a copy of the written offer by such other person or entity to purchase said stock and the amount of the consideration for said offer to purchase, signed by the person or other entity that has offered to purchase the stock. Within fifteen (15) days after delivery as required herein of the notice and offer by the Grantors to the Holder, Holder shall notify Grantors of its election to purchase the stock which Grantors desires to sell. If there has been an offer to purchase said stock by some other person or entity other than Holder, Holder must offer Grantors an amount equal to the consideration offered by such other person or entity plus ONE AND NO/100 DOLLARS (\$1.00), but not to exceed \$7,000.00 total consideration, and Grantors must accept such offer of Holder. If there has been no offer made by any other person or entity to Grantors to purchase said stock but Grantors merely wish to sell said stock, the consideration for exercise of this right of first refusal by Holder, if Holder elects to purchase the stock, shall be in the amount of \$7,000.00, or such other consideration as the parties may agree, in writing. After an offer has been made by Holder to purchase the shares from Grantors, as described in this paragraph, Holder shall have the right to purchase the stock pursuant to this paragraph, regardless of any larger or greater offers that Grantors may receive from any other person or entity after exercise the right of first refusal by Holder as described herein.

6. **Non-Transferability** - Any rights under this Option shall not be assigned, pledged, hypothecated, sold or otherwise transferred or encumbered by Grantors or Holder.

7. **Notices** - Any notice or other communication to Grantors

or to Holder shall be in writing and any such notice or communication shall be deemed duly given if mailed, by certified mail, return receipt requested, postage pre-paid, or personally delivered to Grantors at Grantors' address of H.C. 76, Box 95, Eagletown, OK 74734, or to such other address as Grantors may designate by written notice to the Holder. Such notices to Holder shall be at its address of c/o Kenneth Farley, 121 N. Central, P.O. Box 748, Idabel, OK 74745 or to such other address as the Holder may designate by notice to Grantors.

8 . **Governing Law** - This Option shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma. The venue as to litigation of any dispute in regards to this Option shall be in the District Court of McCurtain County, Oklahoma.

9. **Successors and Assigns** - All of the provisions of this Option shall be binding upon the Grantors and their heirs, personal representatives, executors, guardians, trustees, successors or assigns.

Dated this 6 day of ~~September~~^{October}, 1998.

THE COLEMAN GRANDCHILDREN TRUST,
Dated ~~September~~^{October} 6, 1998

TRUSTEE



HOMER COLEMAN, Grantor

TRUSTEE



DORIS COLEMAN, Grantor

STATE OF OKLAHOMA)
) SS
COUNTY OF McCURTAIN)