

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is entered into effective the 30th day of June 2010 by and among Grand Slam Sports, LLC, a Missouri limited liability company ("Buyer"), and Simmons-Austin, LLC and Simmons-Austin, LS, LLC, each a Utah limited liability company (collectively, the "Seller"), sometimes all of whom are individually referred to as a "Party", and collectively referred to as the "Parties."

WHEREAS, the Seller is the licensee of KSLG (AM-1380) radio station licensed to St. Louis, Missouri and related assets (the "Radio Station" or the "Business") under Federal Communications Commission ("FCC") Facility ID No. 74579 along with permits and other authorizations issued by the FCC with respect to the Radio Station (collectively, the "FCC License");

WHEREAS, the Parties have entered into a Local Marketing Agreement effective as of July 1, 2010 (the "LMA");

WHEREAS, the Buyer desires to purchase the Business by acquiring substantially all of the assets used or held for use in the operation of the Radio Station which are owned, leased, or licensed by the Seller, including but not limited to the FCC License, in exchange for cash, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Buyer and the Seller hereby agree as follows:

1. PURCHASE AND SALE.

1.1 Acquired Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing referred to in Section 4, the Seller shall sell, assign, transfer and deliver, free and clear of all liens and claims, all of the assets used or held for use in the operation of the Business (other than the Excluded Assets specified in Section 1.2) to the Buyer, and the Buyer shall

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purchase, acquire and take assignment and delivery of, all such assets of the Seller (referred to hereinafter collectively as the “Acquired Assets”), including without limitation the following assets :

(a) All of the Seller’s advertiser and customer relationships, information and lists; prepaid assets, equipment, goodwill, programs, programming material, libraries; trademarks, trade names, trade secrets that are described on Schedule 1.1(a) (including without limitation the call sign and frequency designation KSLG and 1380), phone numbers, copyrights, designs, licenses (as licensee or licensor), technical information, know-how, websites, web addresses and urls, all claims against third parties if and to the extent they relate to the Acquired Assets, including, without limitation, all rights under manufacturers’ and vendors warranties, and all other intangible assets (the “Intangible Assets”);

(b) All real property owned or leased by Seller and used or useful in the operation of the Radio Station as specifically described on Schedule 1.1(b) (the “Real Property”);

(c) All of Seller’s equipment, vehicles, fixtures, and machines used in connection with the Business that are described on Schedule 1.1(c) (the “Tangible Assets”);

(d) All of the Seller’s rights under any purchase orders, leases for equipment and for any real property and/or tower sites, contracts and agreements for the purchase or sale of advertising, goods, materials, computer software, and services and all other contracts and agreements of the Seller related to the operation of the Business and entered into in the ordinary course of business prior to the Closing including but not limited to the agreements specifically described on Schedule 1.1(d) (the “Assumed Contracts”);

(e) All licenses, permits and other authorizations issued by the FCC with respect to the Radio Station that are described on Schedule 1.1(e), together with all applications and any renewals or extensions (the “FCC Authorizations”); and

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(f) All of the Seller's books, records, ledgers, employment and personnel records for all employees of the Seller hired by Buyer, including the Radio Station's FCC local public file, and all other documents and records relating to the Acquired Assets.

1.2 Excluded Assets. Notwithstanding the foregoing, the Seller is not selling, the Buyer is not purchasing, and the term Acquired Assets shall not include, any of the following assets (collectively referred to as the "Excluded Assets"):

- (a) the consideration received by the Seller pursuant to this Agreement;
- (b) the rights of the Seller under this Agreement;
- (c) all cash and cash equivalents which are held solely in the name of Seller;
- (d) all Radio Station accounts receivable existing prior to July 1, 2010 (the "Receivables");
- (e) all publicly traded securities; and
- (f) all insurance policies, pension, profit sharing and all other employee benefit plans.

1.3 Sale and Transfer Taxes. Buyer and Seller shall equally share all sales, use and transfer taxes arising from the transfer of the Acquired Assets.

2. ASSUMPTION OF CERTAIN OBLIGATIONS. The Buyer agrees to specifically assume only the contracts and other obligations and liabilities specifically set forth on Schedule 1.1(d). Other than the Assumed Contracts set forth on Schedule 1.1(d), Buyer shall not assume, and shall not be deemed to have assumed, any other liability or obligation of the Seller whatsoever (any and all such liabilities and obligations not assumed by Buyer are referred to herein as the "Excluded Liabilities").

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3. PURCHASE PRICE.

3.1 Purchase Price. At the Closing, the Buyer shall pay to the Seller as the aggregate consideration for the Acquired Assets (the "Purchase Price") the sum of Three Hundred and Fifty Thousand Dollars (\$350,000). The Purchase Price shall be paid by wire transfer of immediately available funds by Buyer to Seller (which payment shall be made pursuant to wire instructions to be provided to Buyer prior to Closing) as follows:

(i) On the date of execution of this Agreement, the sum of Thirty-Five Thousand Dollars (\$35,000.00) as earnest money, which shall be credited towards the Purchase Price at Closing (the "Earnest Money"), was deposited with the Escrow Agent pursuant to the Escrow Agreement attached hereto as Exhibit A.

(ii) On the Closing Date (defined below), the remaining balance of the Purchase Price, subject to the pro rations and adjustments provided in Section 3.2 hereof.

3.2 Pro Rations and Adjustments. Except as otherwise set forth in the LMA (defined below), Seller shall be entitled to all income attributable to, and shall be responsible for all expenses arising out of the operation of the Station until 11:59 p.m. on the Closing Date (defined below) and Buyer shall be entitled to all income attributable to, and shall be responsible for all expenses arising out of, the operation of the Station after 11:59 p.m. on the Closing Date (defined below). All overlapping items of income or expense customarily subject to pro rations in broadcast station transactions shall be prorated, or reimbursed, as the case may be, as of 11:59 p.m. on the Closing Date (defined below) (the "**Pro rations**"). In the event that the exact amount of any personal or real property taxes or the Annual FCC Regulatory Fee which are to be prorated is not known on the Closing Date (defined below), such taxes or fee shall be prorated on the basis of the most recent tax or fee assessment and such proration shall be final. To the extent practical, the Pro rations shall be made on the Closing Date (defined below) and any net amount

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due as a result of the Pro rations shall be added to, or subtracted from, the Purchase Price. Within 30 days after the Closing Date (defined below), Buyer's accountant and Seller's accountant shall agree to any final Pro rations that are necessary to carry out the parties' intentions as reflected in this Section and any final amount due Seller, or Buyer, shall be paid promptly by check or wire transfer from the Party owning the final amount made payable to the Party to whom the payment is due.

3.3 Local Marketing Agreement. The LMA shall start on July 1, 2010, and continue until terminated by its terms or by the happening of the Closing. Any default under the LMA shall also constitute a default under this Agreement.

3.4 FCC Application. Upon execution of this Agreement, Buyer and Seller shall immediately commence the preparation, and within ten (10) business days, the filing and processing of an application ("Application") for FCC consent to assign the FCC Authorizations to Buyer. The Parties will use their best efforts and cooperate fully in the preparation and processing of the application. Each Party shall pay one-half (1/2) of all FCC filing fees, and each Party shall bear their own costs and fees by reason of the preparation and processing of the Application. Each Party shall promptly furnish all documents and information necessary to complete and process the Application. Should any protests be made with the FCC, the Parties shall cooperate to diligently secure the transfer of the FCC Authorizations.

3.5 Commissions. Buyer has not engaged any broker or other person who is entitled to a commission. Except for Patrick Communications, whose brokerage fees shall be paid by Seller at Closing, there is no broker or other person entitled to a commission from Seller.

3.6 Allocation of Purchase Price. The Parties shall mutually agree in writing to an allocation of the Purchase Price at Closing. Seller and Buyer shall use such allocation for all purposes related to the valuation of the Station Assets, including, without limitation, in

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connection with any federal, state, county or local tax returns and, unless required to do so in accordance with a “determination” as defined in Section 1313(a)(1) of the Internal Revenue Code, neither Seller nor Buyer shall take any position in any tax return, tax proceeding, tax audit or otherwise that is inconsistent with such allocation.

4. CLOSING.

4.1 Closing. The consummation of the transactions contemplated by this Agreement, including payment of the Purchase Price (the “Closing”) shall be held at the offices of Buyer’s counsel, Bobroff, Hesse, Lindmark & Martone, P.C., 1650 Des Peres Rd., Suite 200, St. Louis, MO 63131. The date on which the Closing is actually held is referred to herein as the “Closing Date.” The Closing shall be scheduled to take place on a mutually acceptable date within ten (10) business days after the date that the FCC Consents (defined below) to the assignment of the FCC Authorizations from Seller to Buyer. Either Party, however, may, in its sole discretion, delay Closing until the FCC Consent becomes a Final Order (defined below) if, and only if, a Petition to Deny, Informal Objection or other protest is filed against the Application, or if required by any lender of Buyer, in which case Closing shall take place within ten (10) business days after the FCC Consent becomes a Final Order (defined below). The written consent to the Application by initial order of the FCC is referred to herein as the “FCC Consent”. For purposes of this Agreement, the term “Final Order” shall mean that action shall have been taken by the FCC (including action duly taken by the FCC’s staff pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended, as to which no timely request for stay, petition for rehearing, appeal or certiorari or sua sponte action of the FCC with comparable effect shall be pending, and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such sua sponte action by the FCC shall have expired or otherwise terminated.

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4.2 Transactions at Closing. At the Closing, the Seller shall execute and deliver to the Buyer:

(a) A copy of the written consent of the managers of the Seller approving the sale of the Radio Station and the Business, and (ii) a Certificate of Good Standing of the Seller from the Utah Division of Corporations and Commercial Code;

(b) All deeds, bills of sale, certificates of title or other instruments of assignment and transfer with respect to the Acquired Assets as the Buyer may reasonably request and as may be necessary to vest in the Buyer good and marketable title to all of the Acquired Assets, in each case subject to no encumbrances;

(c) The Buyer shall execute and deliver to the Seller such instruments of assumption and other documents with respect to the Assumed Liabilities as the Seller may reasonably request;

(d) The Buyer shall deliver the Purchase Price to the Seller by wire transfer of immediately available funds;

(e) The Seller shall assign the FCC Authorization to Buyer; and

(f) Each of the Parties to this Agreement shall execute and deliver any agreements or documents required to be delivered by such Party pursuant to Sections 7 and 8.

5. REPRESENTATIONS AND WARRANTIES OF THE SELLER. The Seller represents and warrants to the Buyer as follows:

5.1 Organization of Seller; Authority. Each Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Utah. Each Seller has all requisite authority to own and hold the Acquired Assets owned or held by it, to carry on the Business as such business is now conducted and to execute and deliver this Agreement, and the other documents, instruments and agreements contemplated by this Agreement (collectively,

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the “Transaction Documents”) to which it is a party and to carry out all actions required of it pursuant to the terms of the Transaction Documents.

5.2 Corporate Approval; Binding Effect. Each Seller has obtained all necessary authorization and approvals from its managers required for the execution and delivery of the Transaction Documents to which it is a party and the completion of the transactions contemplated by the Transaction Documents. Each of the Transaction Documents to which each Seller is a party has been duly executed and delivered by such Seller and constitutes the legal, valid and binding obligation of such Seller enforceable against it in accordance with its terms.

5.3 Non-Contravention. The execution and delivery by the Seller of the Transaction Documents and the consummation of the transactions contemplated thereby will not (a) violate or conflict with any provision of the Articles of Organization of the Seller; or (b) constitute a violation of, be in conflict with, constitute or create a default under, or result in the creation or imposition of any encumbrance upon any property of the Seller, including without limitation any of the Acquired Assets.

5.4 Licenses. The Seller has a valid authorization from the FCC to operate the Radio Station as more fully set forth in Seller’s FCC Authorizations. Seller holds all of the licenses, permits and authorizations required for the operation of the Business. The FCC Authorizations have not been revoked, suspended, canceled, rescinded or terminated. There is not pending or, to Seller’s knowledge, threatened, any action by or before the FCC to revoke, suspend, cancel, rescind, modify the FCC Authorizations (other than proceedings of general applicability). There is not issued or outstanding by or before the FCC any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against the Radio Station or the Seller with respect to the Radio Station that could result in any such action. Seller has no knowledge of any facts which could lead to any such action. The Radio Station is operating in compliance in all

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material respects with the FCC Authorizations, the Communications Act of 1934, as amended (the “Communications Act”), and the rules, regulations and policies of the FCC. To Seller’s knowledge, there are no facts relating to its qualifications to be an FCC licensee that could reasonably be expected to prevent or delay the FCC from granting the Application.

5.5 Governmental Consents; Transferability of Licenses. No consent, approval or authorization of, or registration, qualification or filing with, any governmental agency or authority is required for the consummation by the Seller of the transactions contemplated by this Agreement, except as to the assignment of the FCC Authorizations from the FCC for the operation of the Radio Station. The Seller has and maintains all licenses, permits and other authorizations from all governmental authorities as are necessary in connection with the ownership of the Acquired Assets or for the conduct of the Business. Except as set forth on Schedule 5.5, all of the permits and licenses are transferable to the Buyer as contemplated by this Agreement.

5.6 Litigation. Except as set forth on Schedule 5.6, no action, suit, proceeding or investigation is pending or, to the knowledge of the Seller, threatened relating to or affecting any of the Acquired Assets of the Seller, or which questions the validity of the Transaction Documents or challenges any of the transactions contemplated thereby, nor, to the knowledge of the Seller, is there any basis for any such action, suit, proceeding or investigation. Seller shall remain solely liable for any such litigation and shall prosecute or defend such litigation at its own cost.

5.7 Conformity to Law. Except as set forth on Schedule 5.7, the Seller is in compliance, in all material respects, with (a) all laws, statutes, governmental regulations and all judicial or administrative orders, judgments, injunctions, decrees or similar commands applicable to the Seller or any of the Acquired Assets (including, without limitation, any employment,

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labor, occupational health, environmental, zoning or other law, regulation or ordinance) and (b) all unwaived terms and provisions of all contracts and agreements to which the Seller is a party, or by which the Seller or any of the Acquired Assets is subject. The Seller is not under investigation with respect to any violation of any provision of any federal, state or local law or administrative regulation in respect of the Seller or any of the Acquired Assets.

5.8 Title to Acquired Assets. The Seller is the lawful owner of and has good and valid record and marketable title to all of the Acquired Assets, and has the full right to sell, convey, transfer, assign and deliver the Acquired Assets, without the need to obtain the consent or approval of any third party, except for the consent of the FCC and Seller's lender. Except for the liens described in Schedule 5.8 which secure indebtedness, if any, that will be discharged prior to Closing, all of the Acquired Assets are entirely free and clear of any security interests, liens, claims, mortgages, debts, leases (or subleases), encumbrances of any kind, material defects as to title or restrictions against transfer or assignment. All of the Acquired Assets are in good condition and repair (reasonable wear and tear excepted). At and as of the Closing, the Seller will convey the Acquired Assets to the Buyer by deeds, bills of sale, certificates of title and other instruments of assignment and transfer effective in each case to vest in the Buyer, and the Buyer will have, good and valid record and marketable title to all of the Acquired Assets, free and clear of all encumbrances.

5.9 Permits, Trademarks. Schedule 5.9 sets forth a complete and accurate list of (a) all licenses and permits used by the Seller in the Business, (b) all patents, trademarks, trade names and copyrights registered in the name of the Seller or used by the Seller, all applications therefore, and all licenses (as licensee or licensor) and other agreements relating thereto, and (c) all written agreements relating to other technology, know-how and processes which the Seller is licensed or authorized by others to use. Except to the extent set forth in Schedule 5.9, the Seller

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owns or has the sole and exclusive right to use all patents, trademarks, trade names and copyrights, and has the right without restrictions to use all technology, know-how and processes, used or necessary for the ordinary course of business as presently conducted or proposed to be conducted, and the consummation of the transactions contemplated hereby will not alter or impair any such right. No claims have been asserted, and no claims are pending, by any person regarding the ownership or use of any patents, trademarks, trade names, copyrights, technology, know-how or processes, or challenging or questioning the validity or effectiveness of any license or agreement owned or used by the Seller and to be purchased by the Buyer and, to the knowledge of the Seller, there is no basis for such claim. The use by the Seller of such patents, trademarks, trade names, copyrights, technology, know-how or processes in the ordinary course of business does not infringe on the rights of any person.

5.10 No Undisclosed Liabilities. Solely with respect to the Business (excluding any other radio stations owned and operated by the Seller), the Seller has no liabilities, credit memos, rebates, warranty obligations or other obligations of any nature, whether accrued, absolute, contingent or otherwise (including without limitation as guarantor or otherwise with respect to obligations of others), other than obligations incurred in the ordinary course of operating the Business and other than the obligation owed to Goldman Sachs Specialty Lending Group, L.P., as agent and lead arranger under that certain Amended and Restated Credit and Guaranty Agreement dated as of April 6, 2006, as amended from time to time.

5.11 Taxes and Fees. The Seller has duly filed with the appropriate government agencies all of the income, sales, use, employment and other tax returns and reports required to be filed by it. All taxes, assessments, fees and other governmental charges upon the Seller or upon any of the properties, assets, revenues, income and franchises which are owed by the Seller with respect to any period ending on or before the Closing Date have been paid, or will be paid

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when due, including FCC regulatory fees, other than those currently payable without penalty or interest. The Seller has withheld and paid all taxes required to be withheld or paid in connection with amounts paid or owing to any employee, creditor, independent contractor or third party. No tax return of the Seller is currently under audit by any taxing authority.

5.12 Indebtedness. Other than the liens to be released at Closing, the Seller will not have at Closing any outstanding debt obligations to banks or other financial institutions secured by the Acquired Assets.

5.13 Disclosure. No representation or warranty by the Seller in this Agreement or in any exhibit, schedule, written statement, certificate or other document delivered or to be delivered to the Buyer pursuant hereto, or in connection with the consummation of the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits a material fact required to be stated therein or necessary to make the statements contained therein not misleading or necessary in order to provide the Buyer with proper and complete information as to the Seller and the identity, value and usability of the Acquired Assets. There is no fact relating to the Acquired Assets or the Seller which may materially adversely affect the same and which has not been disclosed to the Buyer in writing.

6. REPRESENTATIONS AND WARRANTIES OF THE BUYER. The Buyer represents and warrants to the Seller as follows:

6.1 Organization of Buyer. The Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri. The Buyer has all the requisite power and authority to execute and deliver the Transaction Documents to which it is a party and to carry out all of the actions required of it pursuant to the terms of such Transaction Documents.

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6.2 Corporate Approval; Binding Effect. The Buyer has obtained all the necessary authorizations and approvals from its members required for the execution and delivery of the Transportation Documents and the consummation of the transactions contemplated thereby. Each of the Transaction Documents to which the Buyer is a party has been duly executed and delivered by the Buyer and constitutes the legal, valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms.

6.3 Non-Contravention. The execution and delivery by the Buyer of the Transaction Documents and the consummation by the Buyer of the transactions contemplated thereby will not violate or conflict with any provisions of the Articles of Organization or Operating Agreement of the Buyer.

6.4 FCC Qualification. Buyer is legally, financially and otherwise qualified under the Communications Act and the rules, regulations and policies of the FCC to hold the FCC Authorizations. Acquisition of the FCC Authorizations by Buyer will comply with the Communications Act and the rules, regulations and policies of the FCC with respect to Multiple Ownership as they exist on the date of this Agreement.

6.5 Disclosure. No provision of this Agreement relating to Buyer contains any untrue statement of a material fact or omits or will omit to state a material fact required to be stated in order to make the statement, in light of the circumstances in which it is made, not misleading.

7. JOINT COVENANTS.

7.1 Real Property. No later than thirty (30) days prior to the Closing, Seller shall at Seller's sole cost and expense, except as otherwise provided for in this Section 7.1, deliver the following items to Buyer for each parcel of Real Property owned by Seller and described in Schedule 1.1(b) hereof:

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(i) a copy of any prior title insurance policy or commitment to insure title to the real property, survey, property tax notice, environmental surveys or inspections, or governmental notices related to the Real Property; and

(ii) At Closing, Seller shall deliver to Buyer a special warranty deed for each parcel of the Real Property owned by it in form reasonably acceptable to Buyer and its lender conveying good and marketable fee simple title, free and clear of all Liens (the “Warranty Deed(s)”), any affidavits or certifications customarily executed by sellers in connection with the sale of real property similar to the Real Property.

Seller and Buyer shall split all Closing costs and fees.

7.2 Inspection. Buyer has had the opportunity, at Buyer’s sole cost and expense, and time to conduct due diligence on the Radio Station and its Business and to inspect the Station Assets at their present location. To the extent that said inspection discloses or assesses any condition(s) that cause or could cause Seller’s representations contained in this Agreement to be deemed inaccurate or could be deemed to make Seller in breach of this Agreement, Buyer hereby agrees that such disclosure shall not be considered a misrepresentation or breach by Seller. Within five (5) business days after the date hereof, unless Buyer has notified Seller in writing to the contrary, Buyer shall be deemed to have accepted the Station Assets “as is where is” and Seller shall have no further liability to Buyer with respect to the Station Assets.

7.3 Accounts Receivable. Except as otherwise agreed to in the LMA, all Accounts Receivable from the Station’s broadcasts which occurred prior to the Closing Date shall belong to Seller, and from broadcasts which occur thereafter shall belong to Buyer. After Closing, Buyer shall collect Accounts Receivable on behalf of Seller for a period of One Hundred and Eighty (180) days (the “**Collection Period**”). Buyer shall collect such Accounts Receivable without commission or compensation, and Buyer shall forward to Seller such Accounts Receivable

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beginning on the 30th day after Closing and every 30 days thereafter for the remainder of the Collection Period. Buyer shall not, without consent of Seller, compromise or settle for less than full value any such Accounts Receivable. Buyer shall not incur any liability as the result of failure to collect said Accounts Receivable and shall not be required to institute suit to collect, but Buyer will exercise commercially reasonable efforts to collect said Accounts Receivable. Any Accounts Receivable owing to Seller which is not collected within the Collection Period shall be delivered back to Seller. It is understood and agreed that during the Collection Period all moneys collected from advertisers indebted to Seller shall first be applied, as provided herein, toward the payment of the Accounts Receivable owing to Seller. If any such advertiser shall, in good faith, dispute the amount Seller claims is owed to it, Buyer shall promptly so notify Seller in writing and return such Accounts Receivable to Seller who without further permission from Buyer may collect such account. Upon notification and return to Seller of any account as herein provided, Buyer thereafter may deal with such advertiser as if it were not indebted to Seller and without the obligation of applying funds subsequently received from such advertiser to the account of Seller. All payments made to Seller hereunder shall be net of applicable sales and agency commissions, which sales and agency commissions shall be paid and delivered by Buyer to the individual(s) and/or agency(ies) entitled to said commissions.

8. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS. The obligation of the Buyer to consummate the Closing shall be subject to the satisfaction, at or prior to the Closing, of each of the following conditions (to the extent noncompliance is not waived in writing by the Buyer):

8.1 Representations and Warranties True at Closing. The representations and warranties made by the Seller in or pursuant to this Agreement shall be true and correct at and as

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of the Closing Date with the same effect as though such representations and warranties had been made or given at and as of the Closing Date.

8.2 Compliance with Agreement. The Seller shall have performed and complied with all obligations under this Agreement which are to be performed or complied with at or prior to the Closing Date.

8.3 No Change. The Business and the Acquired Assets shall not have been, and shall not be threatened to be, adversely affected in any way as a result of fire, explosion, earthquake, disaster, labor dispute, change in business organization, obsolescence or any action by the United States or any other governmental authority. There shall not have occurred any material adverse change in the condition (financial or otherwise), operations, business or assets of the Business or imposition of any laws, rules or regulations which would materially adversely affect the condition (financial or otherwise), operations, business or assets of the Business.

8.4 Seller's Closing Certificate. The Seller shall have delivered to the Buyer in writing, at and as of the Closing, a certificate duly executed by a manager of Seller certifying that the conditions in Sections 8.1, 8.2 and 8.3 have been satisfied.

8.5 Approvals; Consents. All corporate and other approvals in connection with the transactions contemplated by this Agreement, and the form and substance of all certificates and other documents delivered hereunder, shall be reasonably satisfactory in form and substance to the Buyer and its counsel. The FCC shall have granted the Application.

8.6 No Litigation. No action, suit or proceeding shall be pending or threatened before any court or administrative body (a) in which it is sought to prevent, prohibit or obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby or (b) in connection with any claim for damages against the Seller, except as disclosed in Schedule 5.6.

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8.7 Documents Satisfactory. All certificates and documents delivered to the Buyer in connection with the transactions contemplated by this Agreement shall be satisfactory in all reasonable respects to the Buyer and the Buyer's counsel.

9. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS. The obligation of the Seller to consummate the Closing shall be subject to the satisfaction, at or prior to the Closing, of each of the following conditions (to the extent noncompliance is not waived in writing by the Seller):

9.1 Representations and Warranties True at Closing. The representations and warranties made by the Buyer in this Agreement shall be true and correct at and as of the Closing Date with the same effect as though such representations and warranties had been made or given at and as of the Closing Date.

9.2 Compliance with Agreement. The Buyer shall have performed and complied with all of its obligations under this Agreement that are to be performed or complied with by the Buyer at or prior to the Closing.

9.3 Buyer's Closing Certificate. The Buyer shall have delivered to the Seller in writing, at and as of the Closing, a certificate duly executed by the manager of the Buyer certifying that the conditions in Sections 9.1 and 9.2 have been satisfied.

9.4 No Litigation. No action, suit or proceeding shall be pending or threatened before any court or administrative body in which it is sought to prevent, prohibit or obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

9.5 Agreements. The Buyer shall have executed and delivered the Transaction Documents to which it is a party and all such agreements shall be in full force and effect.

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9.6 Documents Satisfactory. All certificates and documents delivered to the Seller in connection with the transactions contemplated by the Agreement shall be satisfactory in all reasonable respects to the Seller and its counsel.

10. INDEMNIFICATION.

10.1 Indemnity. The Seller agrees to indemnify and hold the Buyer harmless from and with respect to any and all claims, liabilities, losses, damages, costs and expenses, including without limitation the reasonable fees and disbursements of counsel, related to or arising directly or indirectly out of any of the following but specifically excluding any liabilities assumed by Buyer pursuant to this Agreement and the LMA:

(i) any failure or any breach by the Seller of any representation or warranty, covenant, obligation or undertaking made by the Seller in or pursuant to this Agreement (including any of the Schedules and Exhibits hereto) or any other statement, certificate or other instrument delivered pursuant hereto;

(ii) any claim, liability, obligation or damage, including FCC fines or forfeitures, including but not limited to the Excluded Liabilities;

(iii) any actual or alleged liability to any person or property, as a result of any actual or alleged act or omission by the Seller on or prior to the Closing Date; or

(iv) any claim, obligation or liability arising in connection with the employment or termination of employment of any person in the Business on or before the Closing Date, including but not limited to any severance claims, any workers compensation claims, any employee grievances, any liabilities with respect to pension, medical or other employment benefits and any liabilities for accrued vacation, bonus or severance payments arising as a result of the consummation of the transactions contemplated by this Agreement.

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10.2 Indemnity by the Buyer. The Buyer agrees to indemnify and hold the Seller harmless from and with respect to any and all claims, liabilities, losses, costs and expenses, including without limitation the reasonable fees and disbursements of Counsel, related to or arising directly or indirectly out of any failure or breach by the Buyer of any representation or warranty, covenant, obligation or undertaking made by the Buyer in this Agreement (including any Schedules and Exhibits hereto) or any other statement, certificate or other instrument delivered pursuant hereto, including but not limited to all contracts, leases and other obligations and liabilities being assumed by Buyer pursuant to this Agreement.

10.3 Claims.

(a) Notice. Any Party seeking indemnification pursuant to the provisions of this Agreement (the “Indemnified Party”) shall promptly notify the other parties from which such Indemnified Party is entitled to indemnification (the “Indemnifying Party”) of any action, suit, proceeding, demand or breach (a “Claim”) with respect to which the Indemnified Party claims indemnification, provided that failure of the Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations under this Section 9 except to the extent, if at all, that such Indemnifying Party shall have been prejudiced thereby.

(b) Third Party Claims. If such Claim relates to any action, suit, proceeding or demand instituted against the Indemnified Party by a third party (a “Third Party Claim”), the Indemnifying Party shall be entitled to participate in the defense of such Third Party Claim after receipt of notice of such claim from the Indemnified Party. Within thirty (30) days after receipt of notice of a particular matter from the Indemnified Party, the Indemnifying Party may assume the defense of such Third Party Claim, in which case the Indemnifying Party shall have the authority to negotiate, compromise and settle such Third Party Claim, if and only if the following conditions are satisfied:

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(i) the Indemnifying Party shall have confirmed in writing that it is obligated to indemnify the Indemnified Party with respect to such Third Party Claim; and

(ii) such Third Party Claim involves only money damages and does not seek an injunction or other relief.

The Indemnified Party shall retain the right to employ its own counsel and to participate in the defense of any Third Party Claim, the defense of which has been assumed by the Indemnifying Party, but the Indemnified Party shall be solely responsible for its own costs and expenses in connection with such participation.

10.4 Method and Manner of Paying Claims. In the event of any claims under this Section 10, the claimant shall advise the Party or Parties who are required to provide indemnification in writing of the amount and circumstances surrounding such claim. With respect to liquidated claims, if within thirty days the other Party has not contested such claim in writing, the other Party will pay the full amount thereof within ten days after the expiration of such period. Any amount owed by an Indemnifying Party hereunder with respect to any Claim may be set-off by the Indemnified Party against any amounts owed by the Indemnified Party to any Indemnifying Party.

10.5 Indemnification Not Sole Remedy. The right to indemnification hereunder shall not be the exclusive remedy of either Party in connection with any breach by the other Party of its representations, warranties, or covenants, nor shall such indemnification be deemed to prejudice or operate as a waiver of any remedy to which either Party may otherwise be entitled as a result of any such breach by the other Party.

11. USE OF CALL SIGNS. The Buyer is purchasing all of the Seller's rights to the call signs of the Seller used in the Business, and the Seller agrees to execute and deliver to the Buyer any and all consents needed for use of such call sign by the Buyer. The Seller shall not be

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entitled to use the call signs “KSLG,” “KSLG-AM,” or any variations thereof after the Closing Date.

12. TERMINATION AND REMEDIES.

12.1 Termination. This Agreement may be terminated prior to Closing as follows:

(i) by mutual written consent of both parties;

(ii) by written notice of Buyer to Seller if Seller:

(a) does not perform the obligations to be performed by it under this Agreement on the Closing Date; or

(b) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within thirty (30) calendar days (the “**Cure Period**”) after Seller receives notice of such breach or default from Buyer;

(iii) by written notice of Seller to Buyer if Buyer:

(a) does not perform the obligations to be performed by it under this Agreement on the Closing Date; or

(b) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period after Buyer receives notice of such breach or default from Seller,

(iv) by written notice of one party to the other if the FCC denies the FCC Application; or

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(v) by written notice of one party to the other if Closing does not occur by June 30, 2011.

Termination of this Agreement shall not relieve any party of any liability it would otherwise have for a breach or default under this Agreement.

12.2 Liquidated Damages. In the event this Agreement is terminated by Seller pursuant to Section 12.1(iii), Seller shall be entitled to keep the Earnest Money.

13. GENERAL.

13.1 Survival of Representations and Warranties. The representations and warranties of the Parties hereto contained in this Agreement or otherwise made in writing in connection with the transactions contemplated hereby shall be deemed material and, notwithstanding any investigation by the Buyer, shall be deemed to have been relied on by the Buyer and shall survive the Closing, and the consummation of the transactions contemplated hereby for one year. Provided, however, that any such representation or warranty that has been the subject of a Claim made prior to such expiration date shall survive with respect to such Claim until the final resolution of the Claim.

13.2 Expenses. All expenses of the preparation, execution and consummation of this Agreement and of the transactions contemplated hereby, including without limitation attorneys', accountants' and other advisers' fees and disbursements, shall be borne by the Parties who incurred them.

13.3 Notices. All notices, demands and other communications under this Agreement shall be in writing or by written telecommunication, and shall be deemed to have been duly given if delivered personally or if mailed by certified mail, return receipt requested, postage prepaid, or if sent by overnight courier, or sent by written telecommunication, as follows:

If the Buyer to:

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Grand Slam Sports LLC
David Greene
8045 Big Bend, Suite 200
St. Louis, Mo 63119
Email: dgreene@kfns.com
Fax: 314-962-7576

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

Marvin L. Lindmark
Bobroff, Hesse, Lindmark & Martone, P.C.
1650 Des Peres Rd., Suite 200
St. Louis, MO 63131
Email: marvinlindmark@bobroffhesse.com
Fax: 314-862-7010

If to the Seller, to:

Simmons-Austin, LLC
515 South 700 East #1C
Salt Lake City, UT 84102-2802
Attn: Bret J. Leifson
Email: bleifson@simmonsmedia.com
Fax: 801-537-5589

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

Laurie S. Hart
Callister Nebeker & McCullough
Zions Bank Building Suite 900
10 E. South Temple
Salt Lake City, UT 84133
Email: lschart@cnmlaw.com
Fax: 801-364-9127

Any such notice shall be effective (a) if delivered personally, when received, (b) if sent by overnight courier, when receipted for, (c) if mailed, three (3) days after being mailed as described above, and (d) if sent by written telecommunications, when dispatched.

13.4 Entire Agreement. With the exception of the LMA, this Agreement contains the entire understanding of the parties, supersedes all prior agreements and understandings relating

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to the subject matter hereof and shall not be amended except by a written instrument signed by all of the parties hereto.

13.5 Governing Law. The validity and construction of this Agreement shall be governed by the laws of the State of Missouri, without reference to any conflicts of laws principles thereof. The Parties hereto expressly consent to the jurisdiction of the St. Louis County, Missouri Circuit Court for any action brought hereunder.

13.6 Sections and Section Headings. The headings of sections and subsections are for reference only and shall not limit or control the meaning thereof.

13.7 Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. Neither this Agreement nor the obligations of any Party hereunder shall be assignable or transferable by such Party without the prior written consent of the other Party or Parties hereto; provided, however, that nothing contained in this Section 13.7 shall prevent the Buyer from assigning all or part of its rights or obligations hereunder to any bank or financing institution providing financing for the acquisition contemplated hereby, but no such transfer or assignment shall relieve the Buyer of its obligations under this Agreement.

13.8 Severability. In the event that any covenant, condition, or other provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed to be severable from the remainder of this Agreement and shall in no way affect, impair, or invalidate any other covenant, condition, or other provision of the Agreement.

13.9 Further Assurances. The Parties agree to take such reasonable steps and execute such other documents as may be necessary or appropriate to cause the terms and conditions contained in this Agreement to be carried out.

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13.10 No Implied Rights or Remedies. Except as otherwise expressly provided in this Agreement, nothing herein expressed or implied is intended or shall be construed to confer upon or to give any person, firm or corporation, other than the Seller and the Buyer and their respective shareholders, any rights or remedies under this Agreement.

13.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.12 Satisfaction of Conditions Precedent. The Seller and the Buyer will use their best efforts to cause the satisfaction of the conditions precedent contained in this Agreement; provided, however, that nothing contained in this Section 13.13 shall obligate either Party hereto to waive any right or condition under this Agreement.

13.13 Public Statements or Releases. Each of the Parties to this Agreement agrees that prior to consummation of the transactions contemplated by this Agreement, no Party hereto will make, issue or release any public announcement, statement or acknowledgment of the existence of, or reveal the status of, this Agreement or the transactions provided for herein, without first obtaining the consent of the other Party.

13.14 Business Records. The Buyer acknowledges that business records of the Seller relating to the Seller's operations prior to the Closing will be conveyed to the Buyer as part of the Acquired Assets, and that the Seller may from time to time require access to or copies of such records in connection with tax matters and claims arising with respect to operations prior to the Closing or the winding up of affairs, and the Buyer agrees that it will provide the Seller with either access to or copies of such records for such purposes. The Buyer also agrees that it will not within six (6) years after the Closing Date destroy any business records prepared prior to the

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Closing without first notifying the Seller and affording any member of the Seller the opportunity to claim or copy such records.

13.15 Knowledge. Whenever the phrase “to the knowledge of” or another similar qualification is used herein, the relevant knowledge shall refer to the actual knowledge of any Manager of the Seller.

13.16 Stand Still. Seller agrees not to initiate or carry on any negotiations or discussions for the sale or offer of sale of Radio Station during the pendency of this Agreement.

13.17 Indulgences. Unless otherwise specifically agreed in writing to the contrary: (i) the failure of a Party at any time to require performance by another Party of any provision of this Agreement shall not affect such Party’s right thereafter to enforce the same; (ii) no waiver by any Party of any default by the another Party shall be taken or held to be a waiver by such Party of any other preceding or subsequent default; and (iii) no extension of time granted by a Party for the performance of any obligation or act by another Party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

13.18 Counsel. Each Party has been represented by its own counsel in connection with the negotiation and preparation of this Agreement and, consequently, each Party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provisions of this Agreement shall be interpreted or construed against the party whose counsel drafted the provision.

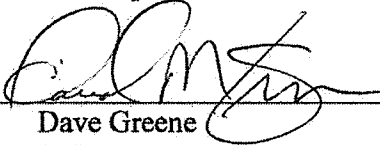
13.19 Schedules and Exhibits. The Schedules and Exhibits attached hereto or referred to herein are a material part of this Agreement, as if set forth in full herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have caused this Agreement to be duly executed and delivered on the date and year first above written.

BUYER:

Grand Slam Sports, LLC

By:  6/30/10
Dave Greene
Its Manager

SELLER:

Simmons-Austin, LLC

By: _____
Bruce W. Thomas
Its Manager

Simmons-Austin, LS, LLC

By: _____
Bruce W. Thomas
Its Manager

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have caused this Agreement to be duly executed and delivered on the date and year first above written.

BUYER:

Grand Slam Sports, LLC

By: _____
Dave Greene
Its Manager

SELLER:

Simmons-Austin, LLC

By: Bruce W. Thomas
Bruce W. Thomas
Its Manager

Simmons-Austin, LS, LLC

By: Bruce W. Thomas
Bruce W. Thomas
Its Manager