

CLARK/DOORN/PETERSON SHAREHOLDER BUY-OUT AGREEMENT

This Buy-out agreement ("agreement") is made this 1st day of AUG., 1997, among Martin Doorn ("shareholder"), George Clark ("shareholder"), Avalon Peterson ("shareholder") and Port Huron Family Radio, Inc. ("corporation"), a Michigan corporation. The parties believe it is desirable and in their mutual best interests to control the ownership of the stock of the corporation, and that the execution of this agreement will help facilitate the continuous, harmonious and effective management of the affairs, policies, and operations of the corporation. The parties intend to restrict the transfer of all shares of stock of the corporation and to provide a market for the sale of such shares upon the occurrence of certain events as provided in this agreement.

Agreement. Avalon Peterson has agreed to sell all her stock in the corporation to Martin Doorn and George Clark; fifty percent (50%) of all Avalon's stock is being sold to Martin Doorn and fifty percent (50%) of all Avalon's stock is being sold to George Clark.

Purchase Price. The purchase price shall be \$100,000 for all shares of stock, held by Avalon Peterson. Martin Doorn will pay Avalon Peterson \$50,000.00 and George Clark will pay Avalon Peterson \$50,000.00.

Payment Terms. Each purchasing shareholder shall pay Avalon Peterson \$250.00 each month without interest until the purchase price is completely paid. Attached to this agreement is a payment schedule.

Stock Transfer. Upon full payment by Martin Doorn, 50% of Avalon Peterson's total shareholder's stock shall immediately be transferred to Martin Doorn. Upon full payment by George Clark, 50% of Avalon Peterson's total shareholder's stock shall immediately be transferred to George Clark.

Payment. In the event of Avalon Peterson's death prior to full payment of this purchase agreement her shareholders's stock shall be immediately transferred to Martin Doorn (50%) and George Clark (50%). Martin Doorn and George Clark shall each issue a promissory note to her estate for any remaining part of portion of the Avalon Peterson buy-out and shall continue making payments as scheduled.

In the event of a purchaser's death, the purchaser's spouse shall assume responsibility for any remaining part of portion of the Avalon Peterson buy-out. In the event of the death of the shareholder's spouse, the shareholder's estate shall assume responsibility for any remaining part of that shareholder's portion of the Avalon Peterson buy-out.

Dividends. Upon signing this agreement Avalon Peterson relinquishes all rights to any declared dividends, profits or proceeds from a sale of the corporation.

Restrictions. While this agreement is in force, no shareholder shall, directly or indirectly, transfer, sell, encumber or otherwise deal with or dispose of all or any part of the shares now owned or hereafter acquired by him without first obtaining the written consent of the corporation and the other shareholder, or without complying with the terms and conditions of this agreement.

Previous Buy-sell Agreements. Upon signature of this agreement, all previous buy-sell agreements, whether oral or written, become null and void.

Other Agreements. This buy-sell agreement does not nullify other financial obligations entered into by the corporation prior to, or after the signing of this agreement. At the signing of this agreement, the corporation is repaying a loan made by Avalon Peterson to the corporation. In the event of Avalon Peterson's death, that loan will be repaid as scheduled to Avalon Peterson's Estate.

Other. This agreement contains the entire agreement between the parties and cannot be modified except in writing and signed by corporation and the shareholders. This agreement shall be binding on the parties and their legal representatives, heirs, successors, and assigns; can be specifically enforced; and shall be governed by Michigan law.

Dated: March 22, 1999
Martha J. VanCamp

Martha J. VanCamp
NOTARY PUBLIC-ST CLAIR COUNTY, MICH
MY COMMISSION EXPIRES 6-11-2003

Port Huron Family Radio, Inc.

By: Martin Doorn
_____, President

Martin Doorn
Martin Doorn

George Clark
George Clark

Avalon M. Peterson
Avalon Peterson

TYPE IN
PERMANENT
BLACK INK

LF 472

CF


 STATE OF MICHIGAN
 DEPARTMENT OF COMMUNITY HEALTH
 CERTIFICATE OF DEATH
STATE FILE NUMBER
2443382

1. DECEDENT'S NAME (Print, family last) Avalon M. Peterson		2. DATE OF BIRTH (Month Day Year) August 1, 1924		3. SEX Female		4. DATE OF DEATH (Month Day Year) April 23, 2004	
5. NAME AT BIRTH OR OTHER NAME USED FOR PERSONAL BUSINESS (Include all names) Avalon Francis				6a. AGE - Last Birthday (Years) 79		6b. UNDER 1 YEAR MONTHS _____ DAYS _____ HOURS _____ MINUTES _____	
7a. LOCATION OF DEATH (Print name of hospital, nursing home, etc. If not in either give street and number and city and state) 7212 2nd Street				7b. CITY, VILLAGE, OR TOWNSHIP OF DEATH Burtchville Township		7c. COUNTY OF DEATH St. Clair	
8a. CURRENT RESIDENCE - STATE Michigan		8b. COUNTY St. Clair		8c. LOCALITY (Print the place that describes the location) <input type="checkbox"/> CITY OR VILLAGE <input checked="" type="checkbox"/> TOWNSHIP <input type="checkbox"/> UNINCORPORATED PLACE Burtchville		8d. STREET AND NUMBER (Include Apt. No. if applicable) 7212 2nd Street	
9a. ZIP CODE 48059		9b. BIRTHPLACE (City and State or Country) Greenwood Township, Michigan		10. SOCIAL SECURITY NUMBER 364 20 8580		11. DECEDENT'S EDUCATION - What is the highest degree or level of school completed in the time of death? one year college	
12. RACE - American Indian, White, Black, etc. (If more than one race, list all races) English/French				13a. ANCESTRY - (Print all that apply) (If American Indian race, state principal tribe) white		13b. HISPANIC ORIGIN (Yes or No) No	
14. USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) OWNER				15. KIND OF BUSINESS OR INDUSTRY landlord		16. MARITAL STATUS - Married, never married, widowed, divorced Widowed	
17. NAME OF SURVIVING SPOUSE (If wife, give name before first married) No				18. NAME OF SURVIVING SPOUSE (If wife, give name before first married) No			
19. FATHER'S NAME (Print, family last) George Francis				20. MOTHER'S NAME BEFORE FIRST MARRIED (Print, family last) Pauline Gardner			
21a. INFORMANT'S NAME (Print) Tammy Borovich				21b. RELATIONSHIP TO DECEDENT daughter		21c. MAILING ADDRESS (Street and Number or Rural Route, Box, City or Village, State, Zip Code) 5803 McIntyre, North Street, Michigan 48049	
22. MANNER OF DISPOSITION Burial		23. PLACE OF DISPOSITION (Name of Cemetery, Crematorium, or other location) Lakeside Cemetery		24. LOCATION - City or Village, State Port Huron, Michigan			
25. NAME AND ADDRESS OF FUNERAL HOME Traci L. Palmer		26. LICENSE NUMBER 7189		27. NAME AND ADDRESS OF FUNERAL FACILITY Pollock-Randall Funeral Home 912 Lapeer Avenue, Port Huron, Michigan 48060			
28. CERTIFIER (Print name and title) Dr. Paul Somerville				29. ACTUAL OR PRESUMED TIME OF DEATH 12:01 A.		30. TIME FROM ONSET OF DEATH April 23, 2004	
31. MEDICAL EXAMINER CONTACTED (Yes or No) Yes				32. PLACE OF DEATH (Home, Hospital, Nursing Home, Hospice, Ambulance, etc.) Home		33. IF HOSPITAL, Indicate Department, Emergency Room, ICU, etc. Emergency Room, ICU	
34. DATE SIGNED (Month Day Year) 4/26/04				35. LICENSE NUMBER PS012787		36. MEDICAL EXAMINER'S CASE NUMBER (If applicable) P233	
37. NAME AND ADDRESS OF CERTIFYING PHYSICIAN (Type or Print) 5312 Lapeer Rd Kimball, MI 48074 Dr. Paul Somerville				38. DATE FILED (Month Day Year) April 27, 2004			
39. PART I. Explain the cause of death. Describe the condition that directly caused the death. DO NOT omit unusual events such as cardiac arrest, respiratory arrest, or mechanical asphyxia without showing the etiology. Enter only one cause on a line. If disease was an immediate, underlying or contributing cause of death, list it on line 40. If the cause of death was an immediate, underlying or contributing cause of death, list it on line 40. If the cause of death was an immediate, underlying or contributing cause of death, list it on line 40.							
40. IMMEDIATE CAUSE (Final stage of condition resulting in death) ANEMIA DUE TO (OR AS A CONSEQUENCE OF) DIVERTICULITIS/DIVERTICULOSIS DUE TO (OR AS A CONSEQUENCE OF) GASTROESOPHAGEAL REFLUX DUE TO (OR AS A CONSEQUENCE OF) HYPERLIPIDEMIA							
41. PART II. OTHER SIGNIFICANT CONDITIONS contributing to death but not resulting in the underlying cause given in Part I. OSTEOARTHRITIS, GLAUCOMA							
42. MANNER OF DEATH - Accidental, Suicide, Homicide, Natural, Indeterminate or Pending (Specify) Natural				43. WAS AN AUTOPSY PERFORMED? NO		44. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? (Yes or No) NO	
45a. DATE OF INJURY (Month Day Year) NO		45b. TIME OF INJURY NO		45c. DESCRIBE HOW INJURY OCCURRED NO			
46a. INJURY AT WORK (Yes or No) NO		46b. PLACE OF INJURY - At home, Room, Street, construction site, Worked with, etc. (Specify) NO		46c. IF TRANSPORTATION INJURY - Driver/Operator, Passenger, Pedestrian, etc. (Specify) NO		46d. LOCATION - Street or RFD No., City, Village or Twp., State NO	

 (STATE OF MICHIGAN)
 (COUNTY OF ST. CLAIR)
 (PORT HURON, MICHIGAN)

I, MARILYN DUNN, CLERK OF THE COUNTY OF ST. CLAIR AND THE CIRCUIT COURT, THEREOF, THE SAME BEING A COURT OF RECORD HAVING A SEAL, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY NOW REMAINING IN MY OFFICE.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIX THE SEAL OF THE CIRCUIT COURT THIS 3RD DAY OF MAY A.D. 2004.

 MARILYN DUNN
 ST. CLAIR COUNTY CLERK
 DEPUTY CLERK

Phone #

Fax #