

PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is made on the 210th day of September 2010 and entered into by and between **Hog Radio, Inc. an Arkansas corporation** ("Seller"), and **Don Campbell, an Individual**, ("Buyer").

Recitals

WHEREAS, Seller has been issued an FM Translator License by the Federal Communications Commission ("FCC") in Fayetteville, AR Facility ID # 150321 (the "License");

WHEREAS, Buyer desires to acquire the License from Seller and Seller desires to assign the License to Buyer as set forth herein; and

WHEREAS, prior FCC approval for the transactions contemplated hereunder is required.

Agreement

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **The Assignment.** Seller hereby agrees to assign the License to Buyer, as follows:
 - a. **Purchase Price.** The total purchase price for the Permit shall be in the amount of TEN THOUSAND DOLLARS (\$10,000.00) ("Purchase Price"), which Buyer shall pay to Seller as follows in immediately available funds:
 - i. Upon execution of this agreement, Buyer shall deliver to Seller the amount of ONE THOUSAND DOLLARS (\$1,000.00) which amount shall be credited towards the Purchase Price at Closing (defined below); and
 - ii. Buyer shall deliver to Seller the balance of the Purchase Price (less the deposit made pursuant to Section 1.a.i. hereof at closing (defined below).
 - b. **Application.** Within ten (10) business days after the signing of this agreement, the parties shall jointly file an application for assignment of the Permit from Seller to Buyer with the FCC ("Assignment Application").
 - c. **FCC Approval & Closing.** Upon FCC approval of the assignment application, Buyer will pay an additional NINE THOUSAND DOLLARS (\$9,000.00) within Fifteen (15) business days after approval of the Assignment Application shall have become a Final Order. For the purposes of this Agreement "Final Order" shall mean an Order of the Commission, or its staff pursuant to delegated authority, granting its consent and approval to the assignment of the FCC Licenses to Buyer, which Order is no longer subject to rehearing, reconsideration or review by the Commission, or to a request for stay, an appeal or review by any court under the Communications Act of 1934, as amended, or the rules and regulations of the Commission. Buyer may, at its sole discretion, waive this Final Order contingency. On the Closing Date, Seller will provide to Buyer an instrument of conveyance suitable to Buyer for the License.
 - d. **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;
 - (1) if the transaction contemplated in this Agreement is not consummated within twelve (12) months from the date of execution of this Agreement; or
 - (2) if Seller otherwise breaches in any material respect any of its representations, warranties or covenants or any of its agreements contained in this Agreement and such breach or default is not cured within ten (10) business days (“Cure Period”) after Seller receives notice of such breach or default from Buyer.
- iii. by written notice of Seller to Buyer if Buyer otherwise breaches in any material respect any of its representations, warranties or covenants or any of its 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 dismisses or denies the Assignment Application.

e. Remedies.

i. If this Agreement is terminated pursuant to any subsection of Section 1.d.ii., Section 1.d.i., or if this Agreement is terminated pursuant to Section 1.d.iv., Seller shall return to Buyer all payments made by Buyer to Seller under Section 1.a.i.

ii. If this Agreement is terminated pursuant to Section 1.d.iii., Seller shall retain all payments made by Buyer to Seller under Section 1.a.i.

2. Buyer Representations; FCC Qualifications. Buyer represents, warrants, and covenants to Seller that Buyer has the legal authority to enter into the transaction contemplated by this Agreement and that Buyer is qualified to be a FCC licensee and to hold the Permit which is the subject of this Agreement.

3. Seller Representations. Seller represents, warrants, and covenants to Buyer that Seller has the legal authority to enter into the transaction contemplated by this Agreement. Seller makes no representations about the proposed technical facilities or the planned coverage of the station that will be constructed pursuant to the Permit.

4. Transfer Fees and Taxes. Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments, engineering or FCC filing fees associated with the purchase of the Permit if applicable.

5. Broker Fee. Not applicable

6. Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of Arkansas. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Arkansas. This Agreement may be executed in counterparts. The undersigned each represent and warrant that, respectively, they have received authority to sign this Agreement and to legally bind their respective corporations to perform all of the terms hereof.

WHEREFORE, the parties whose names and appear below have caused this Agreement to be executed by them as of the date first above written.

HOG RADIO, INC.

By: Jay Bunyard
Jay Bunyard, President

DON CAMPBELL

By: Don Campbell
Don Campbell