

**KDJR RADIO INC.  
3511 Silverside Road, Suite 105  
Wilmington, Delaware 19810  
Telephone: (352) 212-1510  
E-mail: Libertyworks@starband.net**

December 30, 2002

GRIZZLY BROADCASTING TRUST  
c/o Mr. John B. Kotmair, Jr.  
12 Carroll Street  
Westminster, Maryland 21157

Re: Station KDJR (FM), De Soto, Mo

Dear Mr. Kotmair:

This letter constitutes the contract for sale of Station KDJR, Desoto, MO (the "Station"), from GRIZZLY BROADCASTING TRUST (the "Trust") to KDJR Radio Inc., a Delaware Corporation. The terms of the sale are as follows:

**Assets Being Sold**

At Closing (defined below), the Trust will convey to KDJR Radio Inc., the following assets (the "Assets"):

1. The FCC license and call letters for Station KDJR;
2. All of the transmitting and studio equipment used in Station operation.
3. The files and records pertaining to the Station.
4. All rights the Trust may have as a tenant of the transmitter site of the Station.
5. All Trust Property relating to the operations of KDJR including Tower and Real Property.

**Excluded Obligations**

It is agreed and understood that KDJR Radio Inc., will not assume any liens, obligations, liabilities or debts of the Trust at Closing or otherwise. Nor will KDJR Inc., assume any contracts, leases or other arrangements relating to the operation of the Station to which the Trust is a party, except as otherwise agreed to by the parties in writing. The Trust indemnifies and holds harmless KDJR Inc., with respect to any and all claims of third parties arising from any Station or Trust obligation described in this paragraph.

**Consideration**

In return for the Assets, KDJR Incorporated will pay to the Trust or its designee a total of \$250,000.00 in 250 monthly installments of \$1000.00 each. Payments will be due on the first day of each month beginning the first month after one year of the month in which Closing occurs

**Note**

GRIZZLY BROADCASTING TRUST may, after one year of the month in which Closing occurs, call note with 30 days notice. On a call, note will be reduced by the total amount tendered on said \$250,000 obligation.

Closing will occur within ten (30) business days after public notice is given of the FCC's consent to the assignment of the Station from the Trust to KDJR Inc.; provided, however, if a petition to deny or other objection is filed against the KDJR Inc., assignment application, at KDJR Incorporator's election, Closing will not occur until ten (10) business days after the FCC's approval of the assignment application has become final as a matter of law.

**Termination**

This agreement may be terminated by either party should Closing not occur within 12 months from the date hereof.

Agreed to this 30th day of December, 2002

GRIZZLY BROADCASTING TRUST

By Dorothy Stein, Trustee

By Catherine Martin, Trustee

KDJR RADIO INC.

By Sabatino Cupelli, President