

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (“*Agreement*”), made as of the ____ day of August 2002, is by and between KMAP, Inc., a California corporation (“*Seller*”), and Talk Central Networks LLC, an Arizona limited liability company (“*Buyer*”).

RECITALS

Seller is the owner, operator, and licensee of radio broadcast station KMAP(AM), Frazier Park, California, FCC Facility ID Number 2268 (the “*Station*”), pursuant to licenses issued by the Federal Communications Commission (the “*FCC*”).

Seller and Buyer have agreed that Seller will sell and Buyer will acquire certain assets used or useful in connection with the operation of the Station, on the terms and subject to the conditions set forth in this Agreement.

Therefore, the parties agree as follows:

ARTICLE 1

ASSETS TO BE CONVEYED

1.1. Closing. Subject to Section 17.1 hereof and except as otherwise mutually agreed upon by Seller and Buyer, the closing of this transaction (the “*Closing*”) shall take place on a date agreed upon by Buyer and Seller within ten (10) days after all of the conditions specified in Sections 11.2 and 12.2 hereof have been fulfilled (or waived by the party entitled to waive such condition). The Closing shall be held at 10:00 a.m. Eastern time at the offices of Leventhal, Senter & Lerman P.L.L.C. (“*LS&L*”), or at such other place and time as the parties may otherwise agree.

1.2. Station Assets. At the Closing, Seller shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase from Seller, certain assets used or useful in connection with business and operation of the Station, including but not limited to the following assets:

(a) Seller’s rights in and to all licenses, permits and other authorizations issued to Seller by any governmental authority and used in the conduct of the business and operation of the Station, including the Station Licenses listed in Schedule 1.2(a), together with any additions thereto (including renewals or modifications of such licenses, permits and authorizations and applications therefor) between the date hereof and the Closing Date and all of Seller’s rights in and to the call letters KMAP;

(b) Seller's right, title and interest in and to the real property used or held for use in the conduct of the business and operation of the Station and identified on Schedule 7.5 (the "*Studio Site*") and a ground lease for the Station's tower site substantially in the form of Exhibit F hereto (the "*Ground Lease*") (collectively, the "*Real Property*");

(c) all towers, transmitters, studio equipment, equipment, office furniture and fixtures, office materials and supplies, inventory, spare parts, motor vehicles and other tangible personal property of every kind and description, owned, leased or held by Seller and used or useful in the conduct of the business and operation of the Station, including but not limited to the items listed in Schedule 1.2(c), together with any replacements thereof and additions thereto, made between the date hereof and the Closing Date;

(d) subject to the provisions of Article 3 hereof, all of Seller's rights under and interest in all Contracts listed in Schedule 1.2(d) hereto, the Time Sales Agreements and the Trade Agreements, together with all of Seller's rights under and interest in all Contracts entered into or acquired by Seller between the date hereof and the Closing Date in accordance with this Agreement;

(e) all of Seller's rights in and to the trademarks, trade names, service marks, Internet URLs, franchises, copyrights, including registrations and applications for registration of any of them, jingles, logos, slogans, licenses, permits and privileges owned by Seller and used in the conduct of the business and operation of the Station including those listed in Schedule 1.2(e), together with any additions thereto between the date hereof and the Closing Date;

(f) all files, records, books of account, and logs relating to the operation of the Station, including, without limitation, receivable records, the Station's public inspection file, and other documents required to be retained by the FCC's Rules, filings with the FCC related to the Station, invoices, statements, technical information and engineering data, sales correspondence, and copies of all written Contracts to be assigned hereunder, all tapes, sound effects, and record libraries; and

(g) all rights under manufacturers' and vendors' warranties as exist at Closing and which relate to any of the Station Assets, as defined herein.

The assets to be transferred to Buyer hereunder are hereinafter collectively referred to as the "*Station Assets*." The Station Assets shall be transferred to Buyer free and clear of any debts, liens, or encumbrances of any kind or nature ("*Liens*"), except for (i) assumed liabilities as provided for in Section 3.1, (ii) Liens for taxes not yet due and payable, (iii) Liens, easements, rights of way, restrictive covenants and other encumbrances, encroachments and defects in title that do not in any material way interfere with or impair the present use thereof, (iv) Liens securing indebtedness that will be removed prior to or at the Closing, and (v) statutory Liens of landlords with respect to any Real Property Leases (collectively, "*Permitted Liens*").

1.3. Excluded Assets. The Station Assets shall not include the following (the “*Excluded Assets*”):

(a) Seller’s books and records pertaining to the organization, existence or capitalization of Seller, and duplicate copies of such records as are necessary to enable Seller to file tax returns and reports;

(b) all cash, cash equivalents, or similar type investments of Seller, such as certificates of deposit, treasury bills, other marketable securities on hand and/or in banks, and all accounts receivable and notes receivable arising in connection with the operation of the Station prior to the Closing Date;

(c) all insurance policies, except for any rights that may be assigned pursuant to Article 20 hereof;

(d) all pension, profit sharing or cash or deferred (Section 401(k)) plans and trusts and the assets thereof and any other employee benefit plan or arrangement; and

(e) the assets listed on Schedule 1.3 hereto.

ARTICLE 2

PURCHASE PRICE

2.1 Purchase Price. As consideration for the Station Assets, Buyer shall pay to Seller One Million Dollars (\$1,000,000) (the “*Purchase Price*”), plus interest due on the Note delivered at Closing pursuant to Section 2.2(c) hereof, subject to adjustment as provided in Article 5.

2.2. Payment of Purchase Price.

(a) Upon execution of the letter of intent, Buyer has deposited the amount of Five Thousand Dollars (\$5,000) (the “*First Escrow Deposit*”) with Seller. Upon the execution of this Agreement, Buyer shall deposit the amount of Ninety-Five Thousand Dollars (\$95,000) (the “*Second Escrow Deposit*”) with LS&L as Escrow Agent (“*Escrow Agent*”) and Buyer and Seller shall jointly arrange for the First Escrow Deposit to be transferred to Escrow Agent (the First Escrow Deposit and the Second Escrow Deposit shall be collectively referred to as the *Escrow Deposits*”). The Escrow Deposits shall be held pursuant to the terms and conditions of the Escrow Agreement in the form of Exhibit A hereto.

(b) At the Closing, Buyer shall pay Seller Two Hundred Thousand Dollars (\$200,000), payable as follows: (i) One Hundred Thousand Dollars (\$100,000) shall be paid to Seller by wire transfer of immediately available funds, pursuant to wire transfer instructions provided to Buyer

by Seller at least three (3) business days prior to Closing, and (ii) Buyer and Seller shall jointly instruct the Escrow Agent to transfer the Escrow Deposits (totaling \$100,000) to Seller and to transfer any interest earned thereon to Buyer.

(c) At Closing, Buyer shall deliver to Seller a secured promissory note in the principal amount of Six Hundred Thousand Dollars (\$600,000) which shall be in the form of Exhibit B hereto (the "*Interest-Bearing Note*"). The Interest-Bearing Note shall be secured by a Security Agreement substantially in the form of Exhibit C hereto ("*Security Agreement*") and a Membership Pledge Agreement substantially in the form of Exhibit D hereto ("*Membership Pledge Agreement*"). On the fifth annual anniversary of the Closing, Buyer shall pay all remaining outstanding principal plus accrued interest on the Interest-Bearing Note to Seller by wire transfer of immediately available funds, pursuant to wire transfer instructions provided to Buyer by Seller at least three (3) business days prior to such date, and immediately upon such payment the Interest-Bearing Note shall be cancelled and returned to Buyer. In each year that the Interest-Bearing Note remains outstanding, Buyer may prepay to Seller no more than One Hundred Thousand Dollars (\$100,000) of the principal amount.

(d) At Closing, Buyer shall deliver to Seller a promissory note in the principal amount of Two Hundred Thousand Dollars (\$200,000) which shall be in the form of Exhibit E hereto (the "*Non-Interest Bearing Note*") (the Interest-Bearing Note and the Non-Interest Bearing Note collectively referred to as the "*Notes*"). The Non-Interest Bearing Note shall also be secured by the Security Agreement and the Membership Pledge Agreement. On a date no earlier than January 2, 2003 and no later than: (i) January 31, 2003 or (ii) thirty days after Closing, whichever is later, Buyer shall have paid, or shall pay on that date, the entire principal amount of the Non-Interest Bearing Note of Two Hundred Thousand Dollars (\$200,000) to Seller by wire transfer of immediately available funds, pursuant to wire transfer instructions provided to Buyer by Seller at least three (3) business days prior to such date, and immediately upon such payment the Non-Interest Bearing Note shall be cancelled and returned to Buyer.

(e) The Security Agreement and the Membership Pledge Agreement shall be cancelled immediately upon Buyer paying all outstanding principal and accrued interest on both (1) the Non-Interest Bearing Note *and* (2) the Interest-Bearing Note. So long as any principal amount or accrued interest is payable or due on either the Non-Interest Bearing Note or the Interest-Bearing Note, the Security Agreement and the Membership Pledge Agreement shall remain in effect.

ARTICLE 3

ASSUMPTION OF OBLIGATIONS

3.1. Assumption of Obligations. Subject to the provisions of this Article 3 and of Article 5 of this Agreement, at the Closing Buyer shall assume and undertake to pay, satisfy or discharge the liabilities, obligations and commitments of Seller arising or accruing after the Closing Date

under the Real Property Leases listed in Schedule 7.5, and the Contracts listed in Schedule 1.2(d), including Trade Agreements and Time Sales Agreements.

3.2. Limitation. Except as set forth in Section 3.1 hereof, Buyer expressly does not, and shall not, assume or be deemed to assume, under this Agreement or otherwise by reason of the transactions contemplated hereby, any liabilities, obligations or commitments of Seller of any nature whatsoever.

ARTICLE 4 **REQUIRED CONSENTS**

4.1. FCC Application. The assignment of the Station Licenses as contemplated by this Agreement is subject to the prior consent and approval of the FCC. No later than ten (10) days after the date of this Agreement, Buyer and Seller shall file the FCC Application. Buyer and Seller shall thereafter prosecute the FCC Application with all reasonable diligence and otherwise use their best efforts to obtain the grant of the FCC Application as expeditiously as practicable. If reconsideration or judicial review is sought with respect to the FCC Consent, the party affected shall vigorously oppose such efforts for reconsideration or judicial review; *provided, however*, that nothing herein shall be construed to limit either party's right to terminate this Agreement pursuant to Article 17 hereof.

4.2. Other Governmental Consents. Promptly after the date of this Agreement, the Parties shall prepare and file with the appropriate governmental authorities any other requests for approval or waiver that are required from such governmental authorities in connection with the transactions contemplated hereby and shall diligently and expeditiously prosecute, and shall cooperate fully with each other in the prosecution of, such requests for approval or waiver and all proceedings necessary to secure such approvals and waivers.

ARTICLE 5 **PRORATIONS**

5.1. Proration of Expenses. All expenses arising from the conduct of the business and operation of the Station, including expenses under the Contracts and Real Property Leases shall be prorated between Buyer and Seller as of the Effective Time. Such prorations shall be based upon the principle that Seller shall be responsible for all liabilities and obligations incurred or accruing in connection with the operation of the Station until the Effective Time, and Buyer shall be responsible for such liabilities and obligations incurred by Buyer thereafter. Such prorations shall include, without limitation, all ad valorem, real estate and other property taxes, business and license fees, utility expenses, liabilities and obligations under all Real Property Leases and Contracts to be assumed by Buyer, rents and similar prepaid and deferred items, except taxes arising by reason of the transfer of the Station Assets as contemplated hereby, which shall be paid in accordance with Section 14.2. To the extent not known, real estate taxes shall be apportioned on the basis of taxes assessed for the preceding year, with

a reapportionment as soon as the new tax rate and valuation can be ascertained. Employee expenses are governed by Section 9.7 hereof and shall not be the subject of proration.

5.2. Payment of Proration Items. Three (3) business days prior to Closing, Seller shall deliver to Buyer a preliminary list of all items to be prorated pursuant to Section 5.1 (the “*Preliminary Proration Schedule*”), and, to the extent the Parties mutually agree, such prorations shall be credited against or added to the Purchase Price at Closing. In the event Buyer and Seller do not reach a final agreement on the Preliminary Proration Schedule at Closing, Seller shall deliver to Buyer a schedule of its proposed prorations and adjustments (the “*Proration Schedule*”) no later than forty-five (45) days after the Closing Date. The Proration Schedule shall be conclusive and binding upon Buyer unless Buyer provides Seller with written notice of objection (the “*Notice of Disagreement*”) within ten (10) days after Buyer’s receipt of the Proration Schedule, which notice shall state the prorations of expenses proposed by Buyer (the “*Buyer’s Proration Amount*”). Seller shall have ten (10) days from receipt of a Notice of Disagreement to accept or reject Buyer’s Proration Amount. If Seller rejects Buyer’s Proration Amount, and the amount in dispute exceeds Five Thousand Dollars (\$5,000), the dispute shall be submitted within ten (10) days to a mutually acceptable accounting firm that has not provided services to either party in the past three (3) years (the “*Referee*”) for resolution, such resolution to be made within twenty (20) days after submission to the Referee and to be final, conclusive and binding on Seller and Buyer. Buyer and Seller agree to share equally the cost and expenses of the Referee, but each party shall bear its own legal and other expenses, if any. If the amount in dispute is equal to or less than Five Thousand Dollars (\$5,000), such amount shall be divided equally between Buyer and Seller. Payment by Buyer or Seller, as the case may be, of the proration amounts determined pursuant to this Section 5.2 shall be due five (5) days after the last to occur of (i) Buyer’s acceptance of the Proration Schedule or failure to give Seller a timely Notice of Disagreement; (ii) Seller’s acceptance of Buyer’s Proration Amount or failure to reject Buyer’s Proration Amount within ten (10) days of receipt of a Notice of Disagreement; (iii) Seller’s rejection of Buyer’s Proration Amount in the event the amount in dispute equals or is less than Five Thousand Dollars (\$5,000); and (iv) notice to Seller and Buyer of the resolution of the disputed amount by the Referee in the event that the amount in dispute exceeds Five Thousand Dollars (\$5,000). Any payment required by Seller to Buyer or by Buyer to Seller, as the case may be, under this Section 5.2 shall be paid by check or wire transfer of immediately available federal funds to the account of the payee with a financial institution in the United States as designated by Seller in the Proration Schedule or by Buyer in the Notice of Disagreement (or by separate notice in the event that Buyer does not send a Notice of Disagreement). If either Buyer or Seller fails to pay when due any amount under this Section 5.2, interest on such amount will accrue from the date payment was due to the date such payment is made at a per annum rate equal to the Prime Rate *plus* two percent (2%), and such interest shall be payable upon demand.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

6.1. Organization and Standing. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Arizona.

6.2. Authorization and Binding Obligation. Buyer has all necessary power and authority to enter into and perform under this Agreement and the transactions contemplated hereby, and Buyer's execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by Buyer and constitutes its valid and binding obligation, enforceable in accordance with its terms, except as limited by laws affecting creditors' rights or equitable principles generally.

6.3. FCC Qualifications. There are no facts which, under the Communications Act of 1934, as amended, or the existing rules and regulations of the FCC, would disqualify Buyer as assignee of the Station Licenses or delay the consummation of the transactions contemplated by this Agreement.

6.4. Absence of Conflicting Agreements or Required Consents. Except as set forth in Article 4 with respect to FCC and other governmental consents, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by Buyer: (a) do not and will not require the consent of any third party; (b) do not and will not violate any provisions of Buyer's organizational documents; (c) do not and will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority to which any Buyer is a party; and (d) do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, instrument, license or permit to which Buyer is now subject.

6.5. Absence of Litigation. There is no claim, litigation, proceeding or investigation pending or, to the best of Buyer's knowledge, threatened against Buyer which seeks to enjoin or prohibit, or which otherwise questions the validity of, any action taken or to be taken in connection with this Agreement.

6.6. Bankruptcy. No insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Buyer, are pending or, to the best of Buyer's knowledge, threatened,

and Buyer has not made any assignment for the benefit of creditors or taken any action in contemplation of or which would constitute the basis for the institution of such insolvency proceedings.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

7.1. Organization and Standing. Seller is a corporation duly formed, validly existing and in good standing under the laws of the State of California, and has all necessary power and authority to own, lease and operate the Station Assets and to carry on the business of the Station as now being conducted and as proposed to be conducted by Seller between the date hereof and the Closing Date.

7.2. Authorization and Binding Obligation. Seller has all necessary power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and Seller's execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action its part. This Agreement has been duly executed and delivered by Seller and constitutes its valid and binding obligation, enforceable in accordance with its terms, except as limited by laws affecting the enforcement of creditors' rights or equitable principles generally.

7.3. Absence of Conflicting Agreements or Required Consents. Except as set forth in Article 4 with respect to FCC and other governmental consents, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by Seller (a) do not and will not require the consent of any third party; (b) do not and will not violate any provisions of Seller's organizational documents; (c) do not and will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority to which Seller is a party or by which it or the Station Assets are bound; and (d) do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, instrument, license or permit to which Seller is now subject.

7.4. FCC Authorizations.

(a) Schedule 1.2(a) contains a true and complete list of the Station Licenses, including their expiration dates. The Station Licenses and other licenses, permits and authorizations listed in Schedule 1.2(a) are validly held by Seller, and are in full force and effect, and none is subject to any restriction or condition which would limit in any respect the full operation of the Station as now operated.

(b) To Seller's knowledge, there are no applications, complaints or proceedings pending or threatened before the FCC relating to the operation of the Station or that may result in the revocation, materially adverse modification, non-renewal or suspension of any of the Station Licenses, or the imposition of any fines, forfeitures, or other administrative actions by the FCC with respect to the Station or its operation other than proceedings affecting the broadcasting industry generally. Seller is not subject to any outstanding judgment or order of the FCC relating to the Station.

(c) To Seller's knowledge, there are no facts which, under the Communications Act of 1934, as amended, or the existing rules and regulations of the FCC, would disqualify Seller as the assignor of the Station Licenses or delay the consummation of the transactions contemplated by this Agreement.

7.5. Real Property

(a) Schedule 7.5 contains descriptions of all of Seller's interests, rights in and agreements with respect to the Studio Site. The Studio Site and the use thereof by Seller complies in all respects with all applicable laws, statutes, ordinances, rules and regulations of federal, state and local governmental authorities, including, without limitation, those relating to zoning. The Studio Site, together with the Ground Lease, comprises all real property interests necessary for the lawful conduct of the business and operation of the Station as now conducted.

7.6. Title to and Condition of Personal Property. Schedule 1.2(c) contains a list of the principal items (and a summary description of the other items) of tangible personal property owned or leased by Seller to be assigned hereunder ("*Personal Property*"). Seller has good and marketable title to all Personal Property free and clear of all Liens except Permitted Liens. All of the items of tangible personal property and facilities included in the Station Assets are in good operating condition and repair (reasonable wear and tear excepted).

7.7. Contracts. The Contracts listed on Schedule 1.2(d) constitute valid and binding obligations of Seller and, to the best of Seller's knowledge, of all other parties thereto. The Contracts are in full force and effect as of the date hereof. Seller is not in default under any of the Contracts and, to the best of Seller's knowledge, the other parties to such Contracts are not in default thereunder. Seller has all requisite power and authority to assign its rights under the Contracts to Buyer in accordance with this Agreement on terms and conditions no less favorable than those in effect on the date hereof, and such assignment will not affect the validity, enforceability or continuity of any such Contracts.

7.8. Personnel Information. Schedule 7.8 contains a true and complete list of all persons employed at the Station, including each person's job title or the capacity in which employed ("*Employees*"). Seller is not a party to any agreement, written or oral, with Employees except as described on Schedule 1.2(d) or Schedule 7.8.

7.9. Intellectual Property. Schedule 1.2(e) lists all registered copyrights, trademarks, trade names, service marks, Internet URLs, licenses, patents, permits, jingles, privileges, and other similar intangible property rights and interests (exclusive of those required to be listed in other Schedules hereto) applied for, issued to or owned by Seller, or under which Seller is licensed or franchised to be assigned hereunder (“*Intellectual Property*”), all of which rights and interests are issued to or owned by Seller, or if licensed or franchised to Seller, are valid and uncontested.

7.10. Litigation. Seller is not subject to any judgment, award, order, writ, injunction, arbitration decision or decree affecting the Station. There is no claim, litigation, proceeding or investigation pending or, to the best of Seller’s knowledge, threatened against the Station in any federal, state or local court, or before any administrative agency, arbitrator or other tribunal authorized to resolve disputes. There is no claim, litigation, proceeding or investigation pending or, to the best of Seller’s knowledge, threatened against Seller, which might have an adverse effect upon the Station Assets or condition of the Station or which seeks to enjoin or prohibit, or otherwise questions the validity of, any action taken or to be taken in connection with this Agreement.

7.11. Compliance With Laws. Seller has operated and is operating in material compliance with all material laws, regulations and governmental orders applicable to the operation of the Station and, to its knowledge, its present use of the Station Assets does not violate any such laws, regulations or orders. Seller has not received any notice asserting any noncompliance with any applicable statute, rule or regulation, in connection with the operation of the Station.

7.12. Taxes. Seller has duly, timely and in the required manner filed all federal, state, local and foreign income, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies and losses required to be paid.

7.13. Bankruptcy. No insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Seller or any of the Station Assets, are pending or, to the best of Seller’s knowledge, threatened, and Seller has not made any assignment for the benefit of creditors or taken any action in contemplation of or which would constitute the basis for the institution of such insolvency proceedings.

7.14. UCC Financing Statements. All of the Station Assets are and have been located in the State of California since the Station Assets were acquired by Seller. No party has filed a financing statement with respect to the Station Assets.

7.15. Insurance. There is now in full force and effect with reputable insurance companies fire and extended coverage insurance with respect to all material tangible Station Assets and public liability insurance, all in commercially reasonable amounts.

ARTICLE 8

COVENANTS OF BUYER

8.1. Notification. Buyer shall notify Seller of any litigation, arbitration or administrative proceeding pending or threatened against Buyer which challenges the transactions contemplated hereby, including any challenges to the FCC Application, and shall use reasonable efforts to remove any such impediment to the transactions contemplated by this Agreement.

8.2. No Inconsistent Action. Buyer shall not take any action materially inconsistent with its obligations under this Agreement or that would hinder or delay the consummation of the transactions contemplated by this Agreement.

ARTICLE 9

COVENANTS OF SELLER

9.1. Interim Operation. Between the date of this Agreement and the Closing Date, except with the prior written consent of Buyer:

(a) Seller shall conduct the operation of the Station solely in the ordinary and normal course of operation;

(b) Seller shall not sell, assign, lease or otherwise transfer or dispose of any of the Station Assets, except where such Station Assets are no longer used or useful in the operation of the Station or where replaced by a like asset;

(c) Seller shall not create, assume or permit to exist any mortgage, lien, pledge, or encumbrance of any nature whatsoever upon the Station Assets, except for those in existence on the date of this Agreement, all of which will be removed on or prior to the Closing Date unless they are to be assumed by Buyer in accordance with Section 3.1 of this Agreement, and for taxes which are not yet due;

(d) Seller shall comply in all respects with the Real Property Leases and Contracts;

(e) Seller shall promptly notify Buyer of any default by, or claim of default against, any party under any of the Contracts or Real Property Leases which are material, individually or

in the aggregate, to the operation of the Station, and any event or condition which, with notice or lapse of time or both, would constitute an event of default under such Real Property Leases; and

(f) Seller shall maintain insurance policies on the Station and the Station Assets.

9.2. Access to Station. Between the date of this Agreement and the Closing Date, Seller shall give Buyer and Buyer's counsel, accountants, engineers and other representatives, reasonable access during normal business hours to all of Seller's properties, records and employees relating to the Station, and shall furnish Buyer with all information related to the Station that Buyer reasonably requests. The rights of Buyer under this Section 9.2 shall not be exercised in such a manner as to interfere unreasonably with or disrupt the business or operation of the Station.

9.3. Notification. If Seller receives notice thereof or otherwise becomes aware of same, Seller shall notify Buyer of any litigation, arbitration or administrative proceeding pending or threatened against Seller which challenges the transactions contemplated hereby, including any challenges to the FCC Application, and shall use its reasonable efforts to take such steps as may be necessary to remove any such impediment to the transactions contemplated by this Agreement.

9.4. Third-Party Consents. Seller shall use commercially reasonable efforts to obtain the consent of any third party necessary for the assignment to Buyer of any Real Property Lease or Contract to be assigned hereunder.

9.5. Closing Covenant. On the Closing Date, Seller shall transfer, convey, assign and deliver to Buyer the Station Assets as provided in Article 1 of this Agreement.

9.6. Payment of Indebtedness; Financing Statements. Seller shall secure the release of all liens or encumbrances (other than Permitted Liens) on the Station Assets that secure the payment of any indebtedness and shall deliver to Buyer at the Closing releases or terminations under the Uniform Commercial Code and any other applicable federal, state or local statutes or regulations of any financing or similar statements filed against any Station Assets in (a) the jurisdictions in which the Station Assets are and have been located since such Station Assets were acquired by Seller, and (b) any other location specified or required by applicable federal, state or local statutes or regulations.

9.7 Employees and Expenses. On the Closing Date, Seller shall be responsible for terminating all Employees and shall be responsible for any and all obligations and liabilities arising in connection with such terminations, including any severance or other termination pay, retirement and welfare benefit payments.

9.8. No Inconsistent Action. Seller shall not take any action which is materially inconsistent with its obligations under this Agreement or that would hinder or delay the consummation of the transactions contemplated by this Agreement.

ARTICLE 10
JOINT COVENANTS

10.1. Conditions. If any event should occur between the date hereof and the Closing, either within or without the control of any party hereto, which would prevent fulfillment of the conditions upon the obligations of any party to consummate the transactions contemplated by this Agreement, the Parties shall use commercially reasonable efforts to cure the event as expeditiously as possible.

10.2. Commercially Reasonable Efforts. Between the date of this Agreement and the Closing, each party shall use commercially reasonable efforts to cause the fulfillment at the earliest practicable date of all of the conditions to the obligations of the other party to consummate the sale and purchase under this Agreement.

10.3. Control of Station. Between the date of this Agreement and the Closing, Seller shall maintain control over the Station.

10.4. Confidentiality. Buyer and Seller shall each keep confidential all information obtained by it with respect to the other in connection with this Agreement, and if the transactions contemplated hereby are not consummated for any reason, each shall return to the other, without retaining a copy thereof, any schedules, documents or other written information, including all financial information, obtained from the other in connection with this Agreement and the transactions contemplated hereby, except where such information is known or available through other lawful sources or where such party is advised by counsel that its disclosure is required in accordance with applicable law.

10.5. Access to Records. For a period of one (1) year from the Closing Date, Seller shall provide to Buyer access during normal business hours to such financial records as may be necessary for Buyer to prepare any required tax filings.

ARTICLE 11
CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

The obligations of Buyer hereunder are, at its option, subject to satisfaction, at or prior to the Closing Date, of each of the following conditions:

11.1. Representations, Warranties and Covenants.

(a) All representations and warranties of Seller made in this Agreement shall be true and complete in all material respects on and as of the Closing Date as if made on and as of that date.

(b) All of the terms, covenants and conditions to be complied with and performed by Seller on or prior to Closing Date shall have been complied with or performed in all material respects.

11.2. Governmental Consents. The conditions specified in Article 4 of this Agreement shall have been satisfied, and the FCC Consent shall have been granted.

11.3. Governmental Authorizations. Seller shall be the lawful holder of the Station Licenses and all other material licenses, permits and other authorizations listed in Schedule 1.2(a), and there shall not have been any modification of any of such licenses, permits and other authorizations which would have a material adverse effect on the operation of the Station. No proceeding shall be pending which seeks or the effect of which reasonably could be to revoke, cancel, fail to renew, suspend or modify adversely any of the Station Licenses or any other material licenses, permits or other authorizations relating to the Station.

11.4. Adverse Proceedings. No suit, action, claim or governmental proceeding shall be pending against, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against, any party hereto that would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms.

11.5. Deliveries. Seller shall have made or stand willing to make all the deliveries required under Section 13.1.

ARTICLE 12**CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE**

The obligations of Seller hereunder are, at its option, subject to satisfaction, at or prior to the Closing Date, of each of the following conditions:

12.1. Representations, Warranties and Covenants.

(a) All representations and warranties made by Buyer in this Agreement shall be true and complete in all material respects on and as of the Closing Date as if made on and as of that date.

(b) All the terms, covenants and conditions to be complied with and performed by Buyer under this Agreement on or prior to the Closing Date shall have been complied with or performed in all material respects.

12.2. Governmental Consents. The conditions specified in Article 4 of this Agreement shall have been satisfied, and the FCC Consent shall have been granted.

12.3. Adverse Proceedings. No suit, action, claim or governmental proceeding shall be pending against, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against any party hereto that would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms.

12.4. Deliveries. Buyer shall have made or stand willing to make all the deliveries required under Section 13.2.

ARTICLE 13

DOCUMENTS TO BE DELIVERED AT THE CLOSING

13.1. Documents to be Delivered by Seller. At the Closing, Seller shall deliver to Buyer the following:

(a) a certificate of an officer of Seller, dated the Closing Date, in form and substance reasonably satisfactory to Buyer, certifying to the fulfillment of the conditions set forth in Sections 11.1 through 11.6 hereof;

(b) instruments of conveyance and transfer, in form and substance reasonably satisfactory to Buyer, effecting the sale, transfer, assignment and conveyance of the Station Assets to Buyer, including, but not limited to, the following:

- (i) assignment of the Station Licenses;
- (ii) bill of sale for all Personal Property;
- (iii) assignment of the Contracts;
- (iv) a special warranty deed for the Studio Site;

(c) UCC Termination Statements with respect to Liens (other than Permitted Liens) which have been placed of record on the Station Assets;

(d) an executed joint notice of Buyer and Seller to Escrow Agent in accordance with Paragraph 3(a) of the Escrow Agreement;

(e) the Ground Lease; and

(f) such other documents as may reasonably be requested by Buyer's counsel.

13.2. Documents to be Delivered by Buyer. At the Closing, Buyer shall deliver to Seller the following:

(a) a certificate of an officer of the sole member of Buyer, dated the Closing Date, in form and substance reasonably satisfactory to Seller, certifying to the fulfillment of the conditions specified in Sections 12.1 through 12.4 hereof;

(b) wire transfer of immediately available funds as provided in Section 2.2(b);

(c) the Notes, the Security Agreement and the Membership Pledge Agreement;

(d) instruments, in form and substance reasonably satisfactory to Seller, pursuant to which Buyer assumes obligations, liabilities and commitments as provided in Article 3;

(e) the Ground Lease;

(f) an executed joint notice of Buyer and Seller to Escrow Agent in accordance with Paragraph 3(a) of the Escrow Agreement; and

(g) such other documents as may reasonably be requested by Seller's counsel.

ARTICLE 14

FEES AND EXPENSES; TRANSFER TAXES

14.1. Governmental Filing or Grant Fees. Any filing or grant fees imposed by any governmental authority, the consent of which is required for the transactions contemplated hereby, including all filing fees incurred pursuant to Article 4, shall be borne equally by Buyer and Seller.

14.2. Transfer Taxes. Any taxes arising by reason of the transfer of the Station Assets as contemplated hereby shall be paid by Buyer.

14.3. Expenses. Each party hereto shall be solely responsible for and shall pay all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement.

ARTICLE 15
BROKER'S COMMISSION OR FINDER'S FEE

15.1. Buyer's Representation and Agreement to Indemnify. Buyer represents and warrants to Seller that neither it nor any person or entity acting on its behalf has agreed to pay a commission, finder's fee or similar payment in connection with this Agreement or any matter related hereto to any person or entity, nor has it or any person or entity acting on its behalf taken any action on which a claim for any such payment could be based. Buyer further agrees to indemnify and hold Seller harmless from and against any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of a claim by any person or entity based on any such arrangement or agreement made or alleged to have been made by Buyer.

15.2. Seller's Representation and Agreement to Indemnify. Seller represents and warrants to Buyer that neither it nor any person or entity acting on its behalf has agreed to pay a commission, finder's fee or similar payment in connection with this Agreement or any matter related hereto to any person or entity, nor has it or any person or entity acting on its behalf taken any action on which a claim for any such payment could be based. Seller further agrees to indemnify and hold Buyer harmless from and against any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of a claim by any person or entity based on any such arrangement or agreement made or alleged to have been made by Seller.

ARTICLE 16
INDEMNIFICATION

16.1. Indemnification by Seller. Notwithstanding the Closing, Seller hereby agrees to indemnify, defend and hold Buyer harmless against and with respect to, and shall reimburse Buyer for:

(a) Any and all losses, direct or indirect, liabilities, or damages resulting from any untrue representation, breach of warranty, or nonfulfillment of any covenant or obligation by Seller contained herein or in any certificate, document or instrument delivered to Buyer hereunder;

(b) Any and all obligations of Seller not assumed by Buyer pursuant to the terms of this Agreement;

(c) Any and all losses, liabilities or damages resulting from the operation or ownership of the Station prior to the Effective Time, including but not limited to any and all liabilities arising under the Station Licenses, the Real Property Leases or Contracts assigned to Buyer which relate to events occurring prior to the Effective Time;

(d) Any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, including reasonable legal fees and expenses, incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity, subject to the notice and opportunity to remedy requirements of Section 16.3 hereof; and

(e) Interest at the Prime Rate on any reimbursable expense or loss incurred by Buyer from the date of payment, in the case of a reimbursable expense, and from the date of incurrence, in the case of any other losses, until the date of reimbursement by Seller.

16.2. Indemnification by Buyer. Notwithstanding the Closing, Buyer hereby agrees to indemnify and hold the Seller harmless against and with respect to, and shall reimburse the Seller for:

(a) Any and all losses, direct or indirect, liabilities, or damages resulting from any untrue representation, breach of warranty, or nonfulfillment of any covenant or obligation by Buyer contained herein or in any certificate, document or instrument delivered to Seller hereunder;

(b) Any and all obligations of Seller assumed by Buyer pursuant to the terms of this Agreement;

(c) Any and all losses, liabilities or damages resulting from the operation or ownership of the Station by Buyer on and after the Effective Time, including but not limited to any and all liabilities arising under the Station Licenses, the Real Property Leases or Contracts assigned to Buyer which relate to events occurring after the Effective Time;

(d) Any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, including reasonable legal fees and expenses, incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity, subject to the notice and opportunity to remedy requirements of Section 16.3 hereof; and

(e) Interest at the Prime Rate on any reimbursable expense or loss incurred by Seller from the date of payment, in the case of a reimbursable expense, and from the date of incurrence, in the case of any other losses, until the date of reimbursement by Buyer.

16.3. Procedure for Indemnification. The procedure for indemnification shall be as follows:

(a) The party seeking indemnification under this Article 16 (the “*Claimant*”) shall give notice to the party from whom indemnification is sought (the “*Indemnitor*”) of any claim,

whether solely between the Parties or brought by a third party, specifying (i) the factual basis for the claim, and (ii) the amount of the claim. If the claim relates to an action, suit or proceeding filed by a third party against Claimant, notice shall be given by Claimant within fifteen (15) business days after written notice of the action, suit or proceeding was given to Claimant. In all other circumstances, notice shall be given by Claimant within thirty (30) business days after Claimant becomes, or should have become, aware of the facts giving rise to the claim. Notwithstanding the foregoing, Claimant's failure to give Indemnitor timely notice shall not preclude Claimant from seeking indemnification from Indemnitor except to the extent that Claimant's failure has materially prejudiced Indemnitor's ability to defend the claim or litigation.

(b) With respect to claims between the Parties, following receipt of notice from the Claimant of a claim, the Indemnitor shall have thirty (30) business days to make any investigation of the claim that the Indemnitor deems necessary or desirable. For the purposes of this investigation, the Claimant agrees to make available to the Indemnitor and/or its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnitor cannot agree as to the validity and amount of the claim within the 30-day period (or any mutually agreed upon extension thereof), the Claimant may seek appropriate legal remedy.

(c) With respect to any claim by a third party as to which the Claimant is entitled to indemnification hereunder, the Indemnitor shall have the right at its own expense to participate in or assume control of the defense of the claim, and the Claimant shall cooperate fully with the Indemnitor, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnitor. If the Indemnitor elects to assume control of the defense of any third-party claim, the Claimant shall have the right to participate in the defense of the claim as its own expense. If the Indemnitor does not elect to assume control or otherwise participate in the defense of any third party claim, Claimant may, but shall have no obligation to, defend or settle such claim or litigation in such manner as it deems appropriate, and in any event Indemnitor shall be bound by the results obtained by the Claimant with respect to the claim (by default or otherwise) and shall promptly reimburse Claimant for the amount of all expenses (including the amount of any judgment rendered), legal or otherwise, incurred in connection with such claim or litigation. The Indemnitor shall be subrogated to all rights of the Claimant against any third party with respect to any claim for which indemnity was paid.

16.4. Limitations. Neither Seller nor Buyer shall have any obligation to the other party for any matter described in Section 16.1 or Section 16.2, as the case may be, except upon compliance by the other party with the provisions of this Article 16, particularly Section 16.3. Neither party shall be required to indemnify the other party under this Article 16 for any breach of any representation or warranty contained in this Agreement unless written notice of a claim under this Article 16 was received by the party within the pertinent survival period specified in Article 18 of this Agreement.

16.5. Sole Remedy. After the Closing, the right to indemnification under this Article 16 shall be the exclusive remedy of any party in connection with any breach by another party of its representations, warranties and covenants.

ARTICLE 17
TERMINATION RIGHTS

17.1. Termination.

This Agreement may be terminated by either Buyer or Seller, if the party seeking to terminate is not in material default or breach of this Agreement, upon written notice to the other upon the occurrence of any of the following:

(a) if, on or prior to the Closing Date, the other party defaults in any material respect in the observance or in the due and timely performance of any of its covenants or agreements contained herein and such default has not been cured within ten (10) days from receipt of written notice of default from the non-defaulting party;

(b) if the FCC denies the FCC Application or designates it for a trial-type hearing;

(c) if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing; or

(d) if the Closing has not occurred within one (1) year of the date the FCC Application is accepted for filing.

17.2. Liability. The termination of this Agreement under Section 17.1 hereof shall not relieve any party of any liability for breach of this Agreement prior to the date of termination.

ARTICLE 18
**SURVIVAL OF REPRESENTATIONS,
WARRANTIES AND COVENANTS**

The representations, warranties, covenants, indemnities and agreements contained in this Agreement or in any certificate, document or instrument delivered pursuant to this Agreement are and will be deemed and construed to be continuing representations, warranties, covenants, indemnities and agreements and shall survive the Closing for a period of six (6) months after the Closing Date. No claim may be brought under this Agreement or any other certificate, document or instrument delivered pursuant to this Agreement unless written notice describing in reasonable detail the nature and basis of such claim is given on or prior to the last day of the survival period. In the event such a notice is given,

the right to indemnification with respect thereto shall survive the survival period until such claim is finally resolved and any obligations thereto are fully satisfied. Any investigation by or on behalf of any party hereto shall not constitute a waiver as to enforcement of any representation, warranty, covenant or agreement contained herein.

ARTICLE 19

REMEDIES UPON DEFAULT

19.1. Default by Seller. Seller recognizes that, in the event Seller defaults in the performance of its obligations under this Agreement, monetary damages alone will not be adequate. Buyer shall therefore be entitled in such event, in addition to bringing suit at law or equity for money or other damages (including costs and expenses incurred by Buyer in the preparation and negotiation of this Agreement and in contemplation of the Closing hereunder) or for indemnification under Article 16 hereof, to obtain specific performance of the terms of this Agreement. In any action to enforce the provisions of this Agreement, Seller shall waive the defense that there is an adequate remedy at law or equity and agree that Buyer shall have the right to obtain specific performance of the terms of this Agreement without being required to prove actual damages, post bond or furnish other security. In addition, Buyer shall be entitled to obtain from Seller court costs and reasonable attorneys' fees incurred by it in enforcing its rights hereunder, plus interest at the Prime Rate on the amount of any judgment obtained against Seller from the date of default until the date of payment of the judgment. As a condition to seeking specific performance, Buyer shall not be required to have tendered the Purchase Price specified in Section 2.1 of this Agreement, but shall be required to demonstrate that it is willing and able to do so and to perform its other closing obligations in all respects.

19.2. Default by Buyer. If the transactions contemplated by this Agreement are not consummated as a result of Buyer's material breach of this Agreement or wrongful failure to close hereunder, and Seller is not also in material breach hereunder, Seller shall be entitled to payment of One Hundred Thousand Dollars (\$100,000) as liquidated damages in full settlement of any damages of any nature or kind that Seller may suffer or allege to suffer as the result thereof. It is understood and agreed that the amount of liquidated damages represents Buyer's and Seller's reasonable estimate of actual damages and does not constitute a penalty. Recovery of liquidated damages under this Section 19.2 shall be the sole and exclusive remedy of Seller against Buyer for breach of or failure to consummate this Agreement and shall be applicable regardless of the actual amount of damages sustained. In addition, Seller shall be entitled to obtain from Buyer court costs and reasonable attorneys' fees incurred by it in enforcing its rights hereunder, plus interest at the Prime Rate on the amount of any judgment obtained against Buyer from the date of default until the date of payment of the judgment. As a condition to obtaining liquidated damages, Seller shall not be required to have tendered the Station Assets but shall be required to demonstrate that it is willing and able to do so and to perform its other closing obligations in all material respects.

ARTICLE 20
RISK OF LOSS

The risk of loss or damage to the Station Assets prior to the Effective Time shall be upon Seller. Seller shall repair, replace and restore any damaged or lost material Station Asset to its prior condition as soon as possible and in no event later than the Effective Time unless such item was obsolete and unnecessary for the continued operation of the Station consistent with past practice. If Seller is unable or fails to repair, restore or replace a lost or damaged item required to be repaired or replaced by Seller prior to the Closing, Buyer shall have the option to either terminate this Agreement or accept an adjustment to the Purchase Price at Closing in Buyer's favor in the amount of the full replacement cost of the lost or damaged item.

ARTICLE 21
OTHER PROVISIONS

21.1. Publicity. Except as required by applicable law or with the other party's express written consent, no party to this Agreement nor any affiliate of any party shall issue any press release or similar public statement regarding the transactions contemplated by this Agreement.

21.2. Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. Neither Buyer nor Seller may assign this Agreement without the prior written consent of the other party hereto.

21.3. Entire Agreement. This Agreement and the exhibits and schedules hereto embody the entire agreement and understanding of the Parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, extension or discharge is sought.

21.4. Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

21.5. Computation of Time. If after making computations of time provided for in this Agreement, a time for action or notice falls on Saturday, Sunday or a Federal holiday, then such time shall be extended to the next business day.

21.6. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of California without regard to its principles of conflict of law.

21.7. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, addressed to the following addresses, or to such other address as any party may request in writing.

If to Buyer:

Talk Central Networks LLC
5437 E. Sweetwater Ave.
Scottsdale, AZ 85254
Attn: Gary D. Nice
Telephone: 480/609-7111
Facsimile: 480/483-8503

If to Seller:

KMAP, Inc.
1328 34th St., Suite B
Bakersfield, CA 93301-2154
Attention: Edwards R. Hopple, President
Telephone: 661/323-9991
Facsimile: 661/323-9996

and

KMAP, Inc.
1328 34th St., Suite B
Bakersfield, California 93301-2154
Attention: Michael D. Allen, Vice-President
Telephone: 661/327-9711
Facsimile: 661/323-3379

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

Leventhal, Senter & Lerman P.L.L.C.
2000 K Street, NW, Suite 600
Washington, DC 20006
Attention: Dennis P. Corbett, Esq.
Telephone: 202/429-8970
Facsimile: 202/293-7783

Any such notice, demand or request shall be deemed to have been duly delivered and received (i) on the date of personal delivery, or (ii) on the date of transmission, if sent by facsimile (but only if a hard copy is also sent by overnight courier), or (iii) on the date of receipt, if mailed by registered or certified mail, postage prepaid and return receipt requested, or (iv) on the date of a signed receipt, if sent by an overnight delivery service, but only if sent in the same manner to all persons entitled to receive notice or a copy.

21.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

21.9. Further Assurances. Seller shall at any time and from time to time after the Closing execute and deliver to Buyer such further conveyances, assignments and other written assurances as Buyer may reasonably request in order to vest and confirm in Buyer (or its assignees) the title and rights to and in all of the Station Assets to be and intended to be transferred, assigned and conveyed hereunder.

ARTICLE 22

DEFINITIONS

Unless otherwise stated in this Agreement, the following terms when used herein shall have the meanings assigned to them below (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

“*Affiliate*” shall mean any person or entity that is controlling, controlled by or under common control with the named person or entity.

“*Agreement*” shall mean this Asset Purchase Agreement, including the exhibits and schedules hereto.

“*Buyer*” shall have the meaning set forth in the preamble to this Agreement.

“*Buyer’s Proration Amount*” shall have the meaning set forth in Section 5.2.

“*Business Day*,” whether or not capitalized, shall mean every day of the week excluding Saturdays, Sundays and Federal holidays.

“*Claimant*” shall have the meaning set forth in Section 16.3(a).

“*Closing*” shall have the meaning set forth in Section 1.1.

“*Closing Date*” shall mean the date on which the Closing is completed.

“*Contracts*” shall mean the contracts, agreements, including employment agreements, commitments and understandings of Seller or to which Seller is a party, relating to the conduct of the business and operation of the Station.

“*Effective Time*” shall mean 12:01 a.m., Pacific time, on the Closing Date.

“*Employees*” shall have the meaning set forth in Section 7.8.

“*ERISA*” shall have the meaning set forth in Section 7.8(c).

“*Escrow Agent*” shall have the meaning set forth in Section 2.2(a).

“*Escrow Deposits*” shall have the meaning set forth in Section 2.2(a).

“*Excluded Assets*” shall have the meaning set forth in Section 1.3.

“*FCC*” shall mean the Federal Communications Commission.

“*FCC Application*” shall mean the application or applications that Seller and Buyer must file with the FCC requesting its consent to the assignment of the Station Licenses.

“*FCC Consent*” shall mean the action by the FCC granting the FCC Application.

“*Ground Lease*” shall have the meaning set forth in Section 1.2(b).

“*Indemnitor*” shall have the meaning set forth in Section 16.3(a).

“*Intellectual Property*” shall have the meaning set forth in Section 7.9.

“*Liens*” shall have the meaning set forth in Section 1.2.

“*LS&L*” shall have the meaning set forth in Section 1.1.

“*Membership Pledge Agreement*” shall have the meaning set forth in Section 2.2(c).

“*Notes*” shall have the meaning set forth in Section 2.2(d).

“*Notice of Disagreement*” shall have the meaning set forth in Section 5.2.

“*Personal Property*” shall have the meaning set forth in Section 7.6.

“*Preliminary Proration Schedule*” shall have the meaning set forth in Section 5.2.

“*Prime Rate*” shall mean a per annum rate equal to the “prime rate” as published in the Money Rates column of the Eastern Edition of *The Wall Street Journal* (or the average of such rates if more than one rate is indicated).

“*Proration Schedule*” shall have the meaning set forth in Section 5.2.

“*Purchase Price*” shall have the meaning set forth in Section 2.1.

“*Real Property*” shall have the meaning set forth in Section 1.2(b).

“*Referee*” shall have the meaning set forth in Section 5.2.

“*Security Agreement*” shall have the meaning set forth in Section 2.2(c).

“*Seller*” shall have the meaning set forth in the preamble to this Agreement.

“*Station*” shall mean radio broadcast Station KMAP(AM), Frazier Park, California.

“*Station Assets*” shall have the meaning set forth in Section 1.2.

“*Station Licenses*” shall mean the licenses, permits and other authorizations, including any temporary waiver or special temporary authorization, issued by the FCC to Seller in connection with the operation of the Station.

“*Studio Site*” shall have the meaning set forth in Section 1.2(b).

“*Time Sales Agreements*” shall mean contracts entered into in the ordinary course of business of the Station for the sale or sponsorship of broadcast time on the Station for cash.

“*Trade Agreements*” shall mean all Contracts for the sale of advertising time for consideration other than cash.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

KMAP, INC.

By: _____

Name: _____

Title: _____

TALK CENTRAL NETWORKS LLC

By: Group One Broadcasting, Inc., its sole member

By: _____

Name: Gary D. Nice

Title: President

EXHIBITS AND SCHEDULES

Exhibits

Exhibit A	Form of Escrow Agreement
Exhibit B	Form on Interest-Bearing Note
Exhibit C	Form of Security Agreement
Exhibit D	Form of Membership Pledge Agreement
Exhibit E	Form of Non-Interest-Bearing Note
Exhibit F	Form of Ground Lease

Schedules

Schedule 1.2(a)	Station Licenses
Schedule 1.2(c)	Personal Property
Schedule 1.2(d)	Contracts
Schedule 1.2(e)	Intangible Property
Schedule 1.3	Excluded Assets
Schedule 7.3	Required Consents
Schedule 7.5	Real Property Leases
Schedule 7.8	Station Employees

FORM OF ESCROW AGREEMENT

THIS ESCROW AGREEMENT (“*Agreement*”) made and entered into this _____ day of August, 2002, is by and among KMAP, Inc., a California corporation (“*Seller*”), Talk Central Networks LLC, an Arizona limited liability company (“*Buyer*”), and Leventhal, Senter & Lerman P.L.L.C., a District of Columbia professional limited liability company (“*Escrow Agent*”).

Recitals

A. Buyer and Seller are parties to that certain Asset Purchase Agreement for the sale of radio station KMAP(AM), Frazier Park, California, FCC Facility ID Number 2268, of even date herewith (the “*Purchase Agreement*”).

B. The Purchase Agreement provides that (i) the Buyer shall deposit with the Escrow Agent the principal amount of Ninety Five Thousand and 00/100 Dollars (\$95,000.00), and (ii) the Buyer and Seller shall jointly arrange to be deposited with the Escrow Agent the principal amount of Five Thousand and 00/100 Dollars (\$5,000) which was previously delivered to Seller by Buyer (collectively referred to as the “*Escrow Deposit*”). The Escrow Deposit shall be held by the Escrow Agent pending the consummation of the transactions contemplated by, or termination of, the Purchase Agreement.

C. Escrow Agent has agreed to accept, hold and disburse the Escrow Deposit in accordance with this Agreement.

NOW, THEREFORE, in consideration of the above and of the promises contained herein, the parties, intending to be bound legally, agree as follows:

1. **Duty to Hold Escrow Deposit.** Escrow Agent shall hold the Escrow Deposit until receipt of either (a) a joint notice from Seller and Buyer in accordance with Paragraph 3(a) hereof, (b) a notice and demand from Seller as provided in Paragraph 3(b) hereof that is not protested, (c) a notice and demand from Buyer as provided in Paragraph 3(c) hereof that is not protested, or (d) joint instructions from Buyer and Seller otherwise directing Escrow Agent of the manner in which to dispose of the Escrow Deposit and any interest earned thereon.

2. **Investment of Escrow Deposit.** Escrow Agent shall invest and reinvest the Escrow Deposit and any interest earned thereon in an interest bearing federally insured money market account or in short-term U.S. Treasury obligations or the equivalent thereof.

3. **Disposition of Escrow Deposit.** The Escrow Deposit shall be paid to Buyer or Seller or distributed as follows:

(a) Upon receipt by Escrow Agent of a joint notice from Buyer and Seller stating that the Closing under the Purchase Agreement has occurred, Escrow Agent shall (i) immediately pay the Escrow Deposit in immediately available funds without deduction, set-off, or counterclaim to Seller, and (ii) immediately pay any interest earned thereon in immediately available funds without deduction, set-off, or counterclaim to Buyer.

(b) Upon receipt by Escrow Agent of a notice from Seller stating that Seller is entitled to the Escrow Deposit and following the failure of Buyer to make a timely protest (in accordance with Paragraph 4 hereof) after receipt of notice from Escrow Agent pursuant to Paragraph 4 hereof, Escrow Agent shall pay the Escrow Deposit in immediately available funds without deduction, set-off or counterclaim to Seller, free and clear of any and all claims thereto by Buyer, and shall pay and all interest earned thereon in immediately available funds without deduction, set-off, or counterclaim to Buyer. If Seller provides any notice hereunder, Seller shall concurrently provide a copy of such notice to Buyer.

(c) Upon receipt by Escrow Agent of a notice from Buyer stating that Buyer is entitled to the Escrow Deposit and following the failure of Seller to make a timely protest (in accordance with Paragraph 4 hereto) after receipt of notice from Escrow Agent pursuant to Paragraph 4 hereof, Escrow Agent shall pay the Escrow Deposit and all interest earned thereon in immediately available funds without deduction, set-off or counterclaim to Buyer, free and clear of any claim thereto by Seller. If Buyer provides any notice hereunder, Buyer shall concurrently provide a copy of such notice to Seller.

4. **Disagreement Between Buyer and Seller.** If either Buyer or Seller (for purposes of this paragraph referred to as the “*Demanding Party*”) gives notice to Escrow Agent as provided in Paragraph 3(b) or 3(c) hereof and makes demand upon Escrow Agent for payment of the Escrow Deposit, Escrow Agent shall, within seven (7) business days of receipt of such demand, serve upon Buyer or Seller, as the case may be (the “*Notified Party*”), a copy of the Demanding Party's notice. Unless the Notified Party protests the payment of the Escrow Deposit in writing delivered to Escrow Agent within seven (7) business days after the receipt by the Notified Party of the Demanding Party's notice from the Escrow Agent, Escrow Agent shall thereupon make payment to the Demanding Party as required by such demand in accordance with Paragraph 3(b) or 3(c) hereof. If the Notified Party timely and duly protests, the Escrow Agent shall hold the Escrow Deposit until the disagreement is resolved as provided in Paragraph 5(f) below.

5. **Limitations on Liability of Escrow Agent.**

(a) The duties and obligations of Escrow Agent shall be determined solely by the express provisions of this Escrow Agreement and no implied duties or obligations shall be read into this

Escrow Agreement against Escrow Agent. Escrow Agent shall be under no obligation to refer to the Purchase Agreement or any other documents between or among the parties related in any way to this Escrow Agreement, except as specifically provided herein.

(b) Escrow Agent shall not be liable to anyone for any damages, losses or expenses for any act done or step taken or omitted by Escrow Agent in good faith, provided, however, that Escrow Agent shall be liable for damages, losses and expenses arising out of its willful default, gross negligence or bad faith under this Escrow Agreement.

(c) Escrow Agent shall be entitled to rely upon, and shall be protected in acting in reasonable reliance upon, any writing furnished to Escrow Agent by any party in accordance with the terms hereof, which Escrow Agent believes in good faith to be genuine and valid and to have been signed by the proper party.

(d) Escrow Agent may obtain advice of its counsel with respect to any questions relating to its duties or responsibilities hereunder and shall not be liable for any action taken or omitted in good faith on such advice of such counsel.

(e) Without limiting the foregoing, Escrow Agent shall not in any event be liable, and Seller and Buyer shall jointly and severally indemnify and hold harmless Escrow Agent, in connection with Escrow Agent's investment or reinvestment of the Escrow Deposit in good faith, including without limitation any delays (not resulting from its gross negligence or willful default) in the investment or reinvestment of the Escrow Deposit, or any loss of income incident to any such delays.

(f) If any disagreement between the parties to this Escrow Agreement occurs which results in adverse claims and demands being made in connection with or against the Escrow Deposit, or any interest earned thereon, Escrow Agent shall refuse to comply with the claims or demands of any party until such disagreement is finally resolved by mutual agreement of the parties or by a court of competent jurisdiction (including expiration of all available appeal remedies), and, in so doing, Escrow Agent shall not be or become liable to any party. Alternatively, in the event of any dispute or disagreement between Buyer and Seller sufficient in the sole discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction the Escrow Deposit and to initiate such legal proceedings as it deems appropriate, including without limitation, an interpleader action, for determination of the respective rights, titles and interests of Seller and Buyer therein. Upon such tender, Escrow Agent shall be entitled to receive from Seller and Buyer its reasonable attorney fees and expenses and shall be forthwith released and discharged from all further duties, liabilities and obligations under this Escrow Agreement.

(g) Buyer and Seller jointly and severally agree to indemnify Escrow Agent against all legal fees, costs and other expenses reasonably incurred by Escrow Agent in connection with or as a result of any disagreement among or between the parties hereto or the performance by Escrow Agent of its duties hereunder, including, without limitation, any litigation arising from this Escrow Agreement or

involving the subject matter hereof; except as provided in Paragraph 5(b) hereof. Except as otherwise provided in this Escrow Agreement, Buyer and Seller shall each pay one-half of the reasonable expenses incurred by Escrow Agent under this Escrow Agreement. Escrow Agent shall charge no fees for rendering its services hereunder.

(h) Any action claimed to be required to be taken by Escrow Agent hereunder and not otherwise specifically set forth herein shall require the agreement of Buyer, Seller, and Escrow Agent.

(i) Except as stated herein, Escrow Agent does not have any interest in the Escrow Deposit held hereunder, but is serving as escrow holder only.

6. **Resignation of Escrow Agent.** If Escrow Agent desires to resign as Escrow Agent, it shall provide thirty (30) days notice (a “*Resignation Notice*”) of its intention to so resign to Buyer and to Seller. Notwithstanding the foregoing, if following the resignation of Escrow Agent there would be no replacement escrow agent hereunder, Escrow Agent's resignation shall not be effective until Buyer and Seller shall have mutually agreed to the appointment of a replacement escrow agent and such appointment shall have been accepted in writing. In the event that no replacement escrow agent has been appointed by Buyer and Seller within sixty (60) days of the Resignation Notice, Escrow Agent shall be permitted to select a reputable replacement escrow agent.

7. **Amendments.** No modification or amendment to this Escrow Agreement, or waiver of compliance with any provision or condition hereof, shall be valid unless reduced to writing and signed by all of the parties hereto.

8. **Effect of this Escrow Agreement.** This Escrow Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements, arrangements and understandings relating to the subject matter hereof. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and legal representatives. The paragraph headings of this Escrow Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the parties. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its principles of conflicts of laws, and the state and federal courts of California shall have exclusive jurisdiction over any controversy or claim arising out of or relating to this Agreement.

9. **Notices.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, addressed to the following addresses, or to such other address as any party may request in writing.

If to Buyer:

Talk Central Networks LLC
5437 E. Sweetwater Ave.
Scottsdale, AZ 85254
Attn: Gary D. Nice
Telephone: 480/609-7111
Facsimile: 480/483-8503

If to Seller:

KMAP, Inc.
1328 34th St., Suite B
Bakersfield, CA 93301-2154
Attention: Edwards R. Hopple, President
Telephone: 661/323-9991
Facsimile: 661/323-9996

and

KMAP, Inc.
1328 34th St., Suite B
Bakersfield, CA 93301-2154
Attention: Michael D. Allen, Vice-President
Telephone: 661/327-9711
Facsimile: 661/323-3379

With copies to:

Leventhal, Senter & Lerman, P.L.L.C.
2000 K Street, N.W.
Suite 600
Washington, D.C. 20006-1809
Attention: Dennis P. Corbett, Esq.
Telephone: 202/429-8970
Facsimile: 202/293-7783

If to Escrow Agent:

Leventhal, Senter & Lerman, P.L.L.C.
2000 K Street, N.W.
Suite 600
Washington, D.C. 20006-1809
Attention: Dennis P. Corbett, Esq.
Telephone: 202/429-8970
Facsimile: 202/293-7783

Any such notice, demand or request shall be deemed to have been duly delivered and received (i) on the date of personal delivery, or (ii) on the date of transmission, if sent by facsimile (but only if a hard copy is also sent by overnight courier), or (iii) on the date of receipt, if mailed by registered or certified mail, postage prepaid and return receipt requested, or (iv) on the date of a signed receipt, if sent by an overnight delivery service, but only if sent in the same manner to all persons entitled to receive notice or a copy.

10. **Counterparts.** This Escrow Agreement may be executed in one or more counterparts, and by the different parties hereto on separate counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first above written.

KMAP, Inc.

By: _____

Name: _____

Title: _____

Talk Central Networks LLC

By: _____

Name: Gary D. Nice

Title: _____

LEVENTHAL, SENTER & LERMAN P.L.L.C.

By: _____

Name: _____

Title: _____

FORM OF SECURED PROMISSORY NOTE

\$600,000.00

_____, 2002
_____, California

FOR VALUE RECEIVED, the undersigned, Talk Central Networks LLC, an Arizona limited liability company (“*Maker*”), hereby promises to pay to the order of KMAP, Inc., a California corporation (“*Payee*”), the principal sum of Six Hundred Thousand and 00/100 Dollars (\$600,000.00), or so much thereof as may remain outstanding, together with accrued interest on the unpaid principal amount from the date hereof until paid in full, at the interest rate set forth below.

This secured promissory note (“*Note*”) evidences loans made by the Payee to the Maker in connection with the execution, delivery and consummation of that certain Asset Purchase Agreement dated _____, 2002 by and between the Payee and the Maker (“*Purchase Agreement*”).

1. **Defined Terms.** As used in this Note, (a) the term “*Payee*” means the holder of this Note, and (b) the term “*Indebtedness*” means the principal of, interest on, or any other amounts due at any time under this Note, including default interest.

2. **Address for Payment.** All payments due under this Note shall be payable at the address of Payee: _____, or at such other place as may be designated by written notice to Maker from or on behalf of Payee.

3. **Interest Rate.** The interest rate shall be 6.0% per annum.

4. **Payment of Principal and Interest.** Principal and interest shall be due and paid as follows:

(a) Interest under this Note shall be computed on the basis of a 360-day year consisting of twelve thirty-day months.

(b) If this Note is not dated as of the fifteenth day of the month, interest for the period beginning on the date of this Note and ending on, and including, the last day of the month in which this Note is made shall be payable on the fifteenth day of the month following the month in which this Note is made.

(c) Consecutive monthly installments of interest in the amount of \$3,000 per month shall be payable on the fifteenth day of each month beginning on January 15, 2003, and continuing until the Maturity Date as hereinafter defined. Any accrued interest remaining past due for thirty days or more shall be added to and become part of the unpaid principal balance and bear interest at the rate or

rates specified in this Note, and any reference below to “accrued interest” shall refer to accrued interest which has not become part of the unpaid principal balance.

(d) Maker shall have the right to prepay up to One Hundred Thousand Dollars (\$100,000) of the principal amount per year. In the event of such prepayment, monthly installments of interest under Section 4(c) hereof shall continue but any excess interest paid as a result of the prepayment of principal shall be applied towards the principal amount.

(e) Any remaining principal and interest shall be due and payable on the fifth annual anniversary of this Note (the “Maturity Date”) or any earlier date on which this Note becomes due and payable by acceleration or otherwise. After the Maturity Date, any unpaid principal balance (including accrued interest until and including the Maturity Date) shall bear interest at the Default Rate until and including the date on which it is paid in full. Any accrued interest after the Maturity Date shall be added to and become part of the unpaid principal balance and shall bear interest at the Default Rate until and including the date on which such accrued interest is paid in full.

(f) Any regularly scheduled monthly interest payment which is received by Payee before the date it is due shall be deemed to have been received on the due date.

6. **Security.** The Indebtedness is secured by a security interest in the collateral described in that certain Security Agreement as of the date of this Note, executed by Maker in favor of Payee (the “*Security Agreement*”) and that certain Membership Pledge Agreement as of the date of this Note executed by the sole member of Maker in favor of Payee.

7. **Events of Default.** The occurrence of any of the following events shall constitute an “*Event of Default*” under this Note:

(a) The failure of the Maker to make a payment due under this Note when the same becomes due and payable; and the continuance of such failure uncured for five (5) business days after the date on which such payment is due; or

(b) The occurrence of a default by Maker under or a breach by Maker of any of the other material terms, covenants or agreements set forth in this Note which breach continues uncured for a period of thirty (30) business days following the date of written notice from Payee to Maker of such default or breach.

8. **Acceleration.** Upon (a) the occurrence of an Event of Default, or (b) the assignment by Maker pursuant to an application on FCC Form 314 or Form 315 of its FCC authorization for radio station KMAP(AM), Frazier Park, California, the entire unpaid principal balance hereof and all unpaid interest shall at once become due and payable, at Payee’s option, without any prior notice to Maker. Payee may exercise this option to accelerate regardless of any prior forbearance.

9. **Default Rate.** The “*Default Rate*” shall be the lesser of 10 percent (10%) or the maximum rate which may be collected from Maker under applicable law. Maker acknowledges that its failure to make timely payments will cause Payee to incur additional expenses in servicing and processing this Note, that Payee will incur additional costs and expenses arising from its loss of the use of the money due and from the adverse impact on Payee’s ability to meet its other obligations and to take advantage of other investment opportunities, and that it is extremely difficult and impractical to determine those additional costs and expenses. Maker also acknowledges that, during the time that this Note is delinquent or any other Event of Default has occurred and is continuing, Payee’s risk of nonpayment of this Note will be materially increased and Payee is entitled to be compensated for such increased risk. Maker agrees that the increase in the rate of interest payable under this Note to the Default Rate represents a fair and reasonable estimate, taking into account all circumstances existing on the date of Note, of the additional costs and expenses Payee will incur by reason of the Maker’s delinquent payment and the additional compensation Payee is entitled to receive for the increased risks of nonpayment associated with a delinquent loan.

10. **Costs and Expenses.** Maker shall pay all expenses and costs, including fees and out-of-pocket expenses of attorneys and expert witnesses and costs of investigation, incurred by Payee as a result of any default under this Note or in connection with efforts to collect any amount due under this Note, including those incurred in post-judgment collection efforts and in any bankruptcy proceeding (including any action for relief from the automatic stay of any bankruptcy proceeding) or judicial or non-judicial foreclosure proceeding.

11. **Forbearance.** Any forbearance by Payee in exercising any right or remedy under this Note, the Security Agreement or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of that or any other right or remedy. The acceptance by Payee of any payment after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Payee’s right to require prompt payment when due of all other payments or to exercise any right or remedy with respect to any failure to make prompt payment. Enforcement by Payee of any security for Maker’s obligations under this Note shall not constitute an election by Payee of remedies so as to preclude the exercise of any other right or remedy available to Payee.

12. **Waivers.** Presentment, demand, notice of dishonor, protest, notice of acceleration, notice of intent to demand or accelerate payment or maturity, presentment for payment, notice of nonpayment, grace, and diligence in collecting the Indebtedness are waived by Maker and all endorsers and guarantors of this Note and all other third party obligors.

13. **Loan Charges.** If any applicable law limiting the amount of interest or other charges permitted to be collected from Maker in connection with this Note is interpreted so that any interest or other charge provided for in this Note, whether considered separately or together with other charges provided for in this Note, violates that law, and Maker is entitled to the benefit of that law, that interest or charge is hereby reduced to the extent necessary to eliminate that violation. The amounts, if

any, previously paid to Payee in excess of the permitted amounts shall be applied by Payee to reduce the unpaid principal balance of this Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Maker has been violated, all Indebtedness that constitutes interest, as well as all other charges made in connection with the Indebtedness that constitute interest, shall be deemed to be allocated and spread ratably over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest so computed is uniform throughout the stated term of the Note.

14. **Commercial Purpose.** Maker represents that the Indebtedness is being incurred by Maker solely for the purpose of carrying on a business or commercial enterprise, and not for personal, family or household purposes.

15. **Counting of Days.** Except where otherwise specifically provided, any reference in this Note to a period of “*days*” means calendar days, not business days. Any payment on this Note coming due on a Saturday, a Sunday, or a day which is a federal holiday shall be made on the next succeeding day which is a business day in such place.

16. **Notices.** Any notice, demand or request required or permitted to be given under the provisions of this Note shall be in writing, addressed to the following addresses, or to such other address as any party may request.

If to Payee:

KMAP, Inc.
 1328 34th St., Suite B
 Bakersfield, California 93301-2154
 Attention: Edwards R. Hopple, President
 Telephone: 661/323-9991
 Facsimile: 661/323-9996

and

KMAP, Inc.
 1328 34th St., Suite B
 Bakersfield, California 93301-2154
 Attention: Michael D. Allen, Vice-President
 Telephone: 661/327-9711
 Facsimile: 661/323-3379

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

Leventhal, Senter & Lerman P.L.L.C.
2000 K Street, NW, Suite 600
Washington, DC 20006
Attention: Dennis P. Corbett, Esq.
Telephone: 202/429-8970
Facsimile: 202/293-7783

If to Maker:

Talk Central Networks LLC
5437 E. Sweetwater Ave.
Scottsdale, AZ 85254
Attention: Gary D. Nice
Telephone: 480/609-7111
Facsimile: 480/483-8503

Any such notice, demand or request shall be deemed to have been duly delivered and received (a) on the date of personal delivery, or (b) on the date of transmission, if sent by facsimile (but only if a hard copy is also sent by overnight courier), or (c) on the date of receipt, if mailed by registered or certified mail, postage prepaid and return receipt requested, (d) on the date of a signed receipt, if sent by an overnight delivery service, but only if sent in the same manner to all persons entitled to receive notice or a copy, or (e) at such time as delivery is refused by the addressee upon presentation.

17. **Governing Law.** The construction and performance of this Note shall be governed by the laws of the State of California without regard to its principles of conflict of law. Maker hereby acknowledges that it has been represented by counsel in the negotiation, execution and delivery of this Note and that its lawyers have fully explained the meaning of the Note. Any question of doubtful interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafter of this Note.

[signatures on following page]

IN WITNESS WHEREOF, Maker has signed and delivered this Note or caused this Note to be signed and delivered by its duly authorized representative.

Talk Central Networks LLC

ATTEST: _____

By: Group One Broadcasting, Inc., its sole member

By: _____

Name: Gary D. Nice

Title: President

FORM OF SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "*Agreement*") is made as of _____, 2002, by and between KMAP, Inc., a California corporation ("*Secured Party*"), and Talk Central Networks LLC, an Arizona limited liability company ("*Debtor*") (collectively referred to as the "*Parties*").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of _____, 2002 (the "*Purchase Agreement*"), by and between Secured Party and Debtor, Secured Party has agreed to sell to Debtor all of the assets used or useful in connection with business and operation of KMAP(AM), Frazier Park, California, FCC Facility ID Number 2268 (the "*Station*") and to accept in partial payment therefor an interest bearing Promissory Note of the Debtor dated _____, 2002 in the principal amount of \$600,000.00 (the "*Interest-Bearing Note*"), and a non-interest bearing Promissory Note on the Debtor dated _____, 2002 in the principal amount of \$200,000.00 (the "*Non-Interest Bearing Note*") (collectively referred to as the "*Notes*"); and

WHEREAS, Debtor has agreed to issue the Notes, the payments under which are secured by a security interest in the Station Assets, as set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **The Security Interest.** In order to secure payment of the Note, Debtor hereby grants to Secured Party a continuing security interest (the "*Security Interest*") in the tangible and intangible personal property of Debtor whether now owned or hereafter acquired, including but not limited to the property set forth on Attachment A hereto, together with proceeds and accounts receivable from the sale of, or from service provided from, such tangible or intangible property and all insurance proceeds related thereto (the "*Collateral*").

2. **Filing; Further Assurances.** Debtor will execute, deliver, file and record or permit Secured Party to file and record, any financing statement, any reproduction of a financing statement, or this Agreement, as Secured Party may reasonably request, in order to create, preserve, perfect, continue or validate the Security Interest or to enable Secured Party to exercise and enforce their rights under this Agreement with respect to any of the Collateral.

3. **Representations, Warranties and Covenants.** Debtor hereby represents, warrants and covenants as follows:

(a) Except for liens subordinate to the Security Interest, Debtor now is, and during the term of this Agreement will be, the owner of the Collateral free from any adverse lien

or encumbrance. It will defend the Collateral against all claims and demands of all persons at any time claiming any interest therein.

(b) Except as permitted by this Agreement, and except for liens subordinate to the Security Interest, no financing statement covering the Collateral is or will be on file in any public office.

(c) It will promptly pay any and all taxes, assessments and governmental charges upon the Collateral prior to the date penalties are attached thereto, except to the extent that such taxes, assessments and charges are contested diligently and in good faith.

(d) It will promptly notify Secured Party of any event causing a substantial loss or diminution in the value of any material part of the Collateral and an estimate of the amount of such loss or diminution.

(e) It now has and at all times will maintain insurance with respect to the Collateral against risks of fire (including extended coverage), casualty and theft, in which Secured Party will be named as additional insured party, containing such terms, in such amounts (not exceeding replacement value), in such form, for such periods and written by such companies as may be reasonably satisfactory to Secured Party. All policies of insurance will provide for a minimum of 10 days prior written cancellation notice to Secured Party, and, upon request, Debtor will furnish Secured Party with evidence satisfactory to it to demonstrate continuing compliance with these insurance provisions. Should Debtor fail to maintain such coverage, Secured Party may obtain the same and Debtor shall pay Secured Party for the same. If Debtor fails to pay Secured Party for the amounts advanced by Secured Party to obtain such coverage, those amounts shall be added to and become part of the unpaid principal balance of the Notes.

(f) It will keep the Collateral in good order and repair, reasonable wear and tear excepted, and will not waste or destroy the Collateral other than in the ordinary course of its business.

(g) Debtor shall not loan money to a party affiliated or related to the Debtor – e.g. directors, officers, shareholders, or corporations in which any of the foregoing has an ownership interest, or with which any of the foregoing has a professional relationship; remove Collateral from its location on the date of Closing unless for the purpose of repair, maintenance or replacement; *provided, however*, that in no event shall Debtor remove Collateral from Kern County, California without the prior written permission of Secured Party; sell, lease, assign, transfer, pledge, consign, or hypothecate Collateral; enter into any transaction constituting a change of control; pledge, assign, promise to assign, or in any way encumber the station's accounts receivable; incur indebtedness not subordinate to the Loan Agreement; or change its name.

4. **Records.** Debtor will keep records concerning the Collateral at the office of Debtor located at _____, or at such other place or places of business as Secured Party may approve in writing. Debtor will hold and preserve such records and will permit representatives of Secured Party during normal business hours on reasonable advance notice to examine and inspect the Collateral and, at the expense of Secured Party, to make abstracts from or copies of such records, and will furnish to them such information and reports regarding the Collateral prepared in the ordinary course of the business operations of Debtor as they may from time to time reasonably request.

5. **Events of Default.** Debtor will be in default under this Agreement during the existence of any default remaining after all applicable cure periods under the Notes and/or this Agreement which, after receipt of written notice thereof, remains uncured after all applicable cure periods, including such periods as specified in the Notes and, for any default for which no cure period is otherwise specified in the Notes or in this Agreement, for a period of 30 days (or any such additional time as may be necessary for the Debtor to complete a cure of such default commenced and pursued diligently and in good faith) with respect to all other matters.

6. **Remedies Upon Uncured Default.** If any uncured default shall exist, Secured Party may exercise all the rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of California; without limiting the foregoing rights, Secured Party may, without being required to give any notice except to Debtor, or as provided in this Agreement or as may be required by mandatory provisions of law, sell the Collateral, or any part thereof, at public or private sale for cash, at such price or prices as are commercially reasonable. Secured Party may require Debtor to assemble all or any part of the Collateral and make it available to Secured Party at a reasonably convenient location to be designated by the Secured Party. Secured Party may purchase any or all of the Collateral so sold at any such public sale (or, if the Collateral is of a type customarily sold in a recognized market or is of a type which is subject to widely distributed standard price quotations, at any such private sale) and thereafter hold the same, absolutely, free from any right or claim of whatsoever kind; upon any such sale, Secured Party will have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold, and each purchaser at any such sale will hold the Collateral so sold absolutely, free from any claim or right of whatsoever kind, including any equity or right of redemption of Debtor. Debtor, to the extent permitted by law, hereby specifically waives all rights of redemption, stay or appraisal which it now or in the future may have under any rule of law or statute now existing or hereafter adopted. Secured Party will give Debtor not less than 15 days' written notice of its intention to make any such sale, which notice will state the time and place fixed for such sale. Any such public sale will be held at such time or times within ordinary business hours and at such place or places as Secured Party may fix in the notice of such sale. At any such sale, the Collateral may be sold in one lot as an entirety or in separate parcels. Secured Party will not be obligated to make any such sale pursuant to any such notice. Secured Party may, without notice or publication, adjourn from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be adjourned. In case of any sale of all or any part of the

Collateral on credit or for future delivery, the Collateral so sold may be retained by Secured Party until the selling price is paid by the purchaser, but Secured Party will not incur any liability in case of the failure of such purchaser to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may again be sold upon notice as provided in this Agreement. Secured Party, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose the Security Interest and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction.

7. **Right of Secured Party to Use and Operate Collateral, Etc.** During the existence of an uncured default, Secured Party may take possession of all or any part of the Collateral, and to exclude the Debtor, and all persons claiming under Debtor, wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same; *provided, however*, that Secured Party may not conduct or direct the broadcast operations of the Station without first obtaining such prior approval of the Federal Communications Commission (the “*FCC*”) as may be required under the rules and policies of the FCC then in existence. Upon any such taking of possession, Secured Party may, from time to time, at the expense of the Debtor, make all such repairs and replacements to and of the Collateral as Secured Party may deem proper. In any such case, upon approval therefor from the FCC if required, Secured Party will have the right to manage and control the Collateral and to carry on the business and to exercise all rights and powers of Debtor in respect thereto, and Secured Party will be entitled to collect and receive all rents, issues, profits, fees, revenues and other income of the such operations. All rents, issues, profits, fees, revenues and other income will be applied to pay the expenses of holding and operating the Collateral and of conducting the business of the Station, and of all maintenance and repairs, and to make all payments which Secured Party may be required to make, if any, for taxes, assessments, insurance and other charges upon all or any part of the Collateral. The remainder of all rents, issues, profits, fees, revenues and other income will be applied to the payment of the Notes, and, unless otherwise provided by law or by a court of competent jurisdiction, any surplus will be paid over to Debtor in accordance with Section 8 of this Agreement.

8. **Application of Collateral and Proceeds.** The proceeds of any sale of, or other realization upon, all or any part of the Collateral will be applied in the following order of priorities:

- (a) first, to pay the expenses of such sale or other realization, and all expenses, liabilities and advances incurred or made by Secured Party in connection with such sale, and any other unreimbursed expenses for which Secured Party are to be reimbursed under Section 9 of this Agreement;
- (b) second, to the payment of the Interest-Bearing Note;
- (c) thirdly, to the payment of the Non-Interest Bearing Note; and
- (d) finally, to pay Debtor, or its successors or assigns, or as a court of competent jurisdiction may direct, any surplus then remaining from such proceeds.

9. **Expenses.** Upon demand, Debtor will promptly pay to Secured Party:

(a) the amounts of any taxes, assessments or other amounts which Secured Party may have been required to pay to free any of the Collateral from any lien imposed on the Collateral; and

(b) all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Secured Party in the enforcement of this Agreement, whether or not an action is filed in connection therewith, and in connection with any waiver or amendment of any term or provision of this Agreement requested by Debtor.

10. **Termination of Security Interest; Release of Collateral.** Upon the repayment and performance in full of the Notes, the Security Interest shall terminate and all rights to the Collateral under this Agreement shall revert to Debtor. Upon any such termination of the Security Interest or release of Collateral, Secured Party will, at the expense of Debtor, execute and deliver to Debtor such documents as it shall reasonably request to evidence such termination or release.

11. **FCC Approval.** Notwithstanding anything to the contrary contained herein or in any agreement, instrument or document securing, or further evidencing the indebtedness represented by, the Notes, Secured Party will not take any action pursuant to this Agreement or any other agreement among the Party to this Agreement which would constitute or result in any assignment or transfer of any FCC license or authorization if such assignment or transfer would require under then existing law (including the written rules and regulations promulgated by the FCC) the prior approval of the FCC, without first obtaining such FCC approval.

12. **Notices.** Any notice, demand or request required or permitted to be given under the provisions of this Note shall be in writing, addressed to the following addresses, or to such other address as any party may request.

If to Secured Party:

KMAP, Inc.
1328 34th St., Suite B
Bakersfield, California 93301-2154
Attention: Edwards R. Hopple
Telephone: 661/323-9991
Facsimile: 661/323-9996

and

KMAP, Inc.
 1328 34th St., Suite B
 Bakersfield, CA 93301-2154
 Attention: Michael D. Allen, Vice-President
 Telephone: 661/329-9711
 Facsimile: 661/323-3379

With copies (which shall not constitute notice) to:

Leventhal, Senter & Lerman P.L.L.C.
 2000 K Street, NW, Suite 600
 Washington, DC 20006
 Attention: Dennis P. Corbett, Esq.
 Telephone: 202/429-8970
 Facsimile: 202/293-7783

If to Debtor:

Talk Central Networks LLC
 5427 E. Sweetwater Ave.
 Scottsdale, AZ 85254
 Attention: Gary D. Nice
 Telephone: 480/609-7111
 Facsimile: 480/483-8503

Any such notice, demand or request shall be deemed to have been duly delivered and received (a) on the date of personal delivery, or (b) on the date of transmission, if sent by facsimile (but only if a hard copy is also sent by overnight courier), or (c) on the date of receipt, if mailed by registered or certified mail, postage prepaid and return receipt requested, (d) on the date of a signed receipt, if sent by an overnight delivery service, but only if sent in the same manner to all persons entitled to receive notice or a copy, or (e) at such time as delivery is refused by the addressee upon presentation.

13. **Waivers, Non-Exclusive Remedies.** No failure on the part of Secured Party to exercise, and no delay in exercising, and no course of dealing with respect to, any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by Secured Party of any right, power or remedy under this Agreement preclude any other right, power or remedy. The remedies in this Agreement are cumulative and are not exclusive of any other remedies provided by law.

14. **Changes in Writing.** Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally but only by a statement in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

15. **Applicable Law; Meaning of Terms.** This Agreement shall be construed in accordance with and governed by the laws of the State of California, without reference to its principles of conflicts of law. Unless otherwise defined herein, or unless the context otherwise requires, all terms used herein which are defined in the Uniform Commercial Code as adopted in the State of California have the meanings stated in such Code. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each party to this Agreement and any subsequent holder of the Notes, each of which shall, without further act, become a party to this Agreement by being a holder of the Note.

16. **Severability.** If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction.

17. **Headings.** The headings in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning hereof.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

[signatures on following page]

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date first written above.

KMAP, Inc.

By: _____

Name: _____

Title: _____

Talk Central Networks LLC

By: Group One Broadcasting, Inc., its sole member

By: _____

Name: Gary D. Nice

Title: President

ATTACHMENT A
TO SECURITY AGREEMENT

DEBTOR: TALK CENTRAL NETWORKS LLC

SECURED PARTY: KMAP, INC.

All Station Assets of Debtor, acquired upon the consummation of that certain Asset Purchase Agreement, dated as of _____, 2002, by and between Seller and Debtor (the "*Purchase Agreement*"), and any replacements thereof, and all other assets specified herein, all as used in connection with the ownership and operation of Station KMAP(AM), Frazier Park, California (the "*Station*"), including, without limitation, the following, (a) all machinery, equipment, transmitting towers, broadcasting transmitters, furnishings, microphones, audio equipment, tape recorders, tools, furniture, goods, connectors, and broadcasting and receiving equipment used in the operation of the Station; (b) all accounts, receivables, contract rights, leases, chattel paper, and general intangibles of the Debtor (including, without limitation, goodwill, going concern value, patents, trademarks, trade names, service marks, blueprints, designs, product lines and research and development) with respect to the operation of the Station, including without limitation all of Debtor's rights under all present and future authorizations, permits, licenses and franchises heretofore or hereafter granted to Debtor for the operation and ownership of the Station (including licenses and permits issued by the Federal Communications Commission ("*FCC*")) but only to the extent that it is now (Debtor and Secured Party recognize that the FCC rules and policies currently prohibit the grant of a security interest in any FCC license or permit) or hereafter permitted by law to grant a security interest in such licenses and permits and including, to the maximum extent permitted by law, all rights incident or appurtenant to such licenses and permits, including, without limitation, the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such licenses and permits), whether now owned or hereafter acquired by the Debtor, or in which the Debtor may now have or hereafter acquire an interest; (c) all accessions, additions or improvements to, and all proceeds and products of, all of the foregoing, including proceeds of insurance; (f) all books, records, documents, computer tapes and discs relating to all of the foregoing; and (g) all accounts receivable of the Station and all other property and assets of every type owned by Debtor and used in connection with the ownership and operation of the Station.

FORM OF MEMBERSHIP PLEDGE AGREEMENT

THIS MEMBERSHIP PLEDGE AGREEMENT (“*Pledge*”) is made as of the ____ day of _____, 2002, by Group One Broadcasting, Inc., a _____ corporation (the “*Member*”), the sole member of Talk Central Networks LLC, an Arizona limited liability company (the “*Company*”), which is the licensee of radio station KMAP(AM), Frazier Park, California (the “*Station*”) in favor of KMAP, Inc., a California corporation (“*Pledgee*”), with reference to the recitals hereinafter set forth. (The Member is sometimes referred to herein as “*Pledgor*”).

R E C I T A L S:

A. The Member is the owner of all of the membership interests of the Company, which interests are evidenced by certificate number _____ (the “*Interests*”).

B. Pursuant to that certain Asset Purchase Agreement dated as of August ____, 2002 (the “*Purchase Agreement*”), by and between the Company and Pledgee, Pledgee has agreed to sell to the Company certain assets used or useful in connection with business and operation of the Station and to accept in partial payment therefor an interest bearing Promissory Note of the Company dated _____, 2002 in the principal amount of \$600,000.00, and a non-interest bearing Promissory Note on the Debtor dated _____, 2002 in the principal amount of \$200,000.00 (collectively referred to as the “*Notes*”); and

C. The obligation to repay the Notes is secured by a Security Agreement and this Pledge.

D. The Pledgor acknowledges that it will be substantially benefitted from the Notes.

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees as follows:

1. Pledge.

(a) To induce Pledgee to accept the Notes and to secure prompt repayment of the Notes (the “*Secured Obligations*”), Pledgor does hereby pledge, hypothecate, assign, grant, transfer, and set over to Pledgee and does hereby create, grant and assign to Pledgee, with power of sale, a continuing first priority security interest in the Interests, together with all certificates representing the Interests (the “*Certificates*”) and any dividends or distributions payable in connection therewith, all securities hereafter delivered to Pledgee in substitution for or in addition to the Interests, all certificates and instruments representing or evidencing such securities, all securities or other non-cash property at any time and from time to time received, receivable or otherwise distributed in respect of any or all of the

foregoing, and all securities, cash, dividends, distributions, returns of capital or other property at any time and from time to time received, receivable or otherwise distributed in exchange for any or all of the foregoing, and all proceeds of any of the foregoing, all of which Pledgor shall deliver to Pledgee, promptly upon receipt for retention by Pledgee hereunder. (The Interests, the Certificates, and all other instruments, securities, cash and other property which are subject to the pledge and security interest created hereby, are herein collectively designated the “*Collateral*”).

(b) Pledgor shall deliver to Pledgee all Certificates or other instruments representing or evidencing the Interests or Collateral. The Collateral shall be delivered to Pledgee, together with appropriate instruments of assignment and powers endorsed for transfer in blank by Pledgor, to be held by Pledgee, pursuant to this Pledge.

(c) Pledgor shall join with Pledgee in executing and filing any and all documents and instruments which Pledgee may reasonably request and shall cooperate with Pledgee and take any and all other actions which Pledgee may reasonably request, for purposes of perfecting the security interest created hereby, obtaining any consent or authority from any governmental body or regulatory authority which Pledgee may deem appropriate in connection herewith, or otherwise obtaining the full benefits of this Pledge.

(d) Pledgee shall at all times have the right to exchange certificates or instruments representing or evidencing the Collateral for certificates or instruments of smaller or larger denominations for any purpose consistent with the terms of this Pledge.

(e) If at any time or from time to time either of the Company or its Member shall by subdivision, consolidation, reclassification or otherwise, change the outstanding securities then constituting Collateral hereunder, the number and class of securities so changed shall replace the securities constituting Collateral immediately prior to such change. Any securities received by Pledgor as set forth above shall be received by Pledgor in trust for Pledgee and shall forthwith be delivered to Pledgee accompanied by proper instruments of assignment and powers and other documents or instruments in such form and substance as shall be designated by Pledgee, to be held subject to the terms of this Pledge.

2. Events of Default. The occurrence of any one or more of the following events constitutes an “Event of Default” hereunder:

(a) The Company’s failure to repay the principal amount under the Notes when due;

(b) A failure by Pledgor to perform or observe any covenant or agreement contained in this Pledge on its part to be performed or observed if such failure remains unremedied for five (5) business days after written notice thereof shall have been given to Pledgor by Pledgee;

(c) Any representation or warranty made by Pledgor in this Pledge shall prove to have been incorrect in any material respect when made;

(d) The security interest intended to be created by this Pledge in any portion of any of the Collateral shall at any time and for any reason cease to be or fail to constitute a valid perfected security interest;

(e) Pledgor shall have sold or transferred or shall attempt to sell or transfer any part of the Interests, or Pledgor shall encumber, or otherwise dispose of, the Collateral or any part thereof, other than to Pledgee;

(f) Pledgor shall and/or causes the Company to sell or transfer or attempt to sell or transfer in any manner the Station, or shall encumber or otherwise dispose of or attempt to encumber or otherwise dispose of, indirectly or directly, substantially all of its assets, or Pledgor or the Company agrees to do any of the foregoing other than to Pledgee; or

(g) Bankruptcy, reorganization, receivership, insolvency or other similar proceedings shall be instituted by or against the Company or Pledgor or all or any part of any of their property under the United States Bankruptcy Code or other law of the United States or of any state or other competent jurisdiction and, if against the Company or Pledgor, that party or parties shall consent thereto or shall fail to cause the same to be discharged within thirty (30) days.

3. Remedies Upon Default.

(a) If any Event of Default shall occur, Pledgee shall be entitled (but shall not be required) to declare the unpaid balance of the Notes or any other indebtedness owed to Pledgee by the Company or the Pledgor to be immediately due and payable and, subject to first obtaining such authority from the Federal Communications Commission (“FCC” or the “Commission”) as may be required, shall be entitled (but shall not be required) to have any or all of the Interests registered in its name or that of its nominee. Pledgor shall take or cause the Company to take any action which Pledgee may reasonably request in order to transfer and assign all FCC licenses, permits and authorizations for operation of the Station or relating to the Station (the “Licenses”) to the Pledgee or to such third party as Pledgee may designate. To enforce the provisions of this Section, the Pledgee is empowered to request the appointment of a receiver from any court of competent jurisdiction. Such receiver shall be instructed to seek from the FCC consent to an involuntary transfer of control of the Licenses for the purposes of seeking a *bona fide* purchaser to whom control will ultimately be transferred. The Pledgor hereby agrees to authorize such involuntary transfer of control upon the request of the receiver so appointed and, if the Pledgor shall refuse to authorize the transfer, its approval may be required by the court. Upon the occurrence and continuance of an Event of Default, Pledgor shall further use or cause the Company to use its reasonable best efforts to assist in obtaining approval of the FCC, if required, for any actions or transactions contemplated by this Pledge Agreement and any related agreements, including without limitation, the preparation, execution and filing with the FCC of the assignor’s portion of any application necessary or appropriate under the FCC’s rules and regulations (the “Rules”) to obtain approval of the transfer or assignment of the Licenses and other assets of the Station.

(i) The receiver shall in addition have the power to dispose of the Licenses and the other assets of the Station in any manner lawful in the jurisdiction in which his appointment is confirmed, including the power to conduct a public or private sale of the Licenses and other assets of the Station; *provided, however*, that the successful bidder at any such public or private sale shall not acquire any Licenses unless and until the FCC shall first have granted its consent to such acquisition. Pledgee may bid at any public sale.

(ii) PLEDGOR ACKNOWLEDGES THAT THE ASSIGNMENT OR TRANSFER OF THE LICENSES IS INTEGRAL TO PLEDGEE’S REALIZATION OF THE VALUE OF THE STATION’S ASSETS, THAT THERE IS NO ADEQUATE REMEDY AT LAW FOR FAILURE BY PLEDGOR TO COMPLY WITH THE PROVISIONS OF THIS SECTION AND THAT SUCH FAILURE WOULD NOT BE ADEQUATELY COMPENSABLE IN DAMAGES, AND THEREFORE AGREES THAT THE AGREEMENTS CONTAINED IN THIS SECTION MAY BE SPECIFICALLY ENFORCED.

(b) If any Event of Default shall occur, Pledgee may, subject to Section 7 hereof, without demand of performance or other demand, advertisement or notice of any kind (except thirty (30) days’ prior written notice to Pledgor of the time and place of public or private sale as specified below, which notice Pledgor hereby deems commercially reasonable) to or upon Pledgor or any other person, forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, assign, give option or options to purchase, contract to sell or otherwise dispose of and deliver said Collateral, or any part thereof, in one or more parcels at public or private sale, at any securities exchange, broker’s board or at any of Pledgee’s offices or elsewhere upon such terms and

conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, with the right of Pledgee upon any such sale, public or private, to bid (with credit for the amount of outstanding indebtedness) and to purchase the whole or part of said Collateral so sold, free of any right or equity of redemption in Pledgor, which right or equity is, to the extent permitted by law, hereby expressly waived or released.

The proceeds of any such disposition or other action by Pledgee shall be applied as follows:

- (i) First, to the costs and expenses incurred in connection therewith or incidental thereto or to the care or safekeeping of the Collateral or in any way relating to the rights of Pledgee hereunder, including reasonable attorney's fees;
- (ii) Second, to the satisfaction of the amounts due under the Notes, together with any late fee or other charges;
- (iii) Third, to the payment of any other amounts required by applicable law; and
- (iv) Fourth, to Pledgor to the extent of any surplus proceeds.

(c) In addition to the rights and remedies granted to Pledgee in this Pledge and in any other instrument or agreement evidencing the Notes, Pledgee shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the State of California.

(d) Upon purchase or sale of any of the Interests (or other Collateral) pursuant to the foregoing, Pledgee shall have the authority to complete the endorsement of the certificates and other instruments representing the Interests (or other Collateral) to reflect the transfer of the Interests to the purchaser. Upon the occurrence of an Event of Default which has not been cured within the time allowed, Pledgor hereby appoints Pledgee, as Pledgor's true and lawful attorneys in-fact, with power of substitution, in its name and stead to ask for, demand, sue for, collect, compromise, and receive all sums owing to Pledgor on account of the Interests, to endorse in Pledgor's name any checks, drafts or other instruments received in connection with the Interests, and to execute and deliver all instruments of assignment and other documents which may be necessary or desirable to effect the transfer of the Interests (or other Collateral) purchased or sold by Pledgee hereunder hereby ratifying and confirming all that said person or persons shall do by virtue thereof. Such appointment is coupled with an interest and is irrevocable. Nevertheless, if so requested by Pledgee, Pledgor agrees to ratify and confirm any such assignment and transfer by executing and delivering all such documents and instruments as Pledgee may request in connection therewith. Pledgor further agrees to cooperate with Pledgee in effecting any registration or exemption from registration of the Interests which Pledgee may deem desirable in connection with its sale of, or offer to sell, the Interests, including but not limited to compliance with "Blue Sky" laws and preparation of offering documents.

(e) Notwithstanding the foregoing, Pledgor recognizes that Pledgee may be unable to effect a public sale of all or a part of the Collateral and may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obligated to agree, among other things, to acquire the Interests for their own accounts for investment and not with a view to the distribution or resale thereof. Pledgor acknowledges that any such private sale may be at prices and on terms less favorable to Pledgee than those of a public sale and agree that such private sales shall be deemed to have been made in a commercially reasonable manner if conducted pursuant to the Uniform Commercial Code. Pledgor further acknowledges that Pledgee has no obligation to delay sale of any of the Collateral to permit the issuer thereof to register the Interests for public sale under the Securities Act of 1933. Pledgor further agrees that Pledgee may require that any sale be conducted subject to restrictions as to such other matters as Pledgee may deem necessary in order to comply with applicable securities laws.

(f) Subject to Section 7 hereof, Pledgee may proceed at law or in equity to foreclose the lien or security interest granted under this Pledge and to sell the Collateral or any portion thereof under court decree.

4. **Voting Rights, Etc.** So long as no Event of Default shall have occurred and be continuing, Pledgor shall be entitled to exercise any and all voting and/or consensual rights and power, if any, relating or pertaining to the Collateral or any part thereof for any purpose not inconsistent with the terms of this Pledge; *provided, however*, that Pledgor shall not be permitted to exercise or refrain from exercising any such right or power if, in the judgment of Pledgee, such action would have a materially adverse effect on the value of the Collateral or any part thereof. Upon the occurrence and during the continuance of an Event of Default (whether or not Pledgee shall have caused the Interests to be registered in its name), and subject to first obtaining such FCC authority as may be required, all rights of Pledgor to exercise the voting and/or consensual rights and powers which Pledgor is entitled to exercise pursuant to this Section 4 shall cease, and all such rights shall thereupon become irrevocably vested in Pledgee, who shall have the sole and exclusive right and authority to exercise such voting and/or consensual rights and powers, as if Pledgee were the absolute owner thereof. The Pledgee shall have no duty to exercise any of the aforesaid rights and shall not be liable for any failure or delay in so doing. Pledgor shall execute and deliver (or cause to be executed and delivered) to Pledgee, all such proxies, powers of attorney, and other instruments as Pledgee may request for purposes of enabling itself to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant hereto.

5. **Legend.** For so long as this Agreement shall remain in effect, the Certificates shall contain an appropriate legend notifying the holder or any potential transferee of such Certificate that the Interests have been pledged to secure repayment of the Notes, such legend to be substantially in the following form:

The membership interest represented by this Certificate has been pledged to secure repayment of an indebtedness to KMAP, Inc. (the "*Pledgee*"). The voluntary or involuntary encumbering, transfer or other disposition of this equity interest, or any

interests therein, is restricted under the terms of a Pledge Agreement in favor of Pledgee dated as of _____, 2002.

6. Representations, Warranties, and Covenants of Pledgor. Pledgor hereby represents and warrants to, and covenants with, Pledgee as follows:

(a) This Pledge is the valid and binding obligation of Pledgor, enforceable in accordance with its terms, except as the same may be limited by applicable law, public policy, or bankruptcy, insolvency, reorganization, moratorium, or other laws limiting the rights of creditors generally.

(b) Pledgor owns 100% of the outstanding ownership interests of the Company and is the true, legal owner thereof.

(c) Pledgor will not hereafter assign any interest in the Collateral or any part thereof, or otherwise sell, transfer, dispose of, pledge, encumber or grant any option with respect to the Collateral or any part thereof, without obtaining the Pledgee's prior written consent.

(d) The execution, delivery, and performance by Pledgor of this Pledge does not (i) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award currently in effect applicable to Pledgor, (ii) violate the articles of incorporation, bylaws, or other documents relating to the conducting of activities by and governance of the Company, including any amendments thereto, (iii) result in a breach of or constitute a default under any material indenture or loan or credit agreement or any other agreement, lease or instrument to which the Company is party or by which the Company or its property may be bound or affected; or (iv) except as provided in or contemplated by this Pledge, result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any other property of the Company.

(e) No consent of any person and no corporate or comparable authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the valid and due execution, delivery and performance by Pledgor of this Pledge, other than such consents, authorizations, approvals or actions which have been obtained on or prior to the date hereof or are not required to be obtained on or prior to the date hereof. Pledgor is in compliance with all of the terms and conditions of each such consent, authorization, approval or action already obtained, has applied for each such consent, authorization, approval or action that may be applied for at this time and has met or has made adequate provisions for meeting all requirements for each such consent, authorization, approval or action not yet obtained.

(f) The foregoing representations and warranties of Pledgor do not contain any material misstatement of fact and do not omit to state any fact which is necessary to render the foregoing representations and warranties not misleading or which, in Pledgee's reasonable judgment, would influence its decision to extend credit to Pledgor.

7. **FCC Approval(s).** Notwithstanding anything to the contrary contained herein, Pledgee shall not take any action pursuant to this Pledge which would constitute or result in any assignment of an FCC License for the operation of the Station or any change of control of the licensee of the Station if such assignment of license or change of control would require, under then existing law (including the written rules and regulations promulgated by the FCC), the prior approval of the FCC, without first obtaining such approval of the FCC. Pledgor agrees to take or cause to be taken by Pledgee any action which Pledgee may lawfully request in order to obtain and enjoy the full rights and benefits granted to Pledgee by this Pledge Agreement and each other agreement, instrument, and document delivered to Pledgee in connection herewith, including specifically, at the Pledgor's own cost and expense, the use of Pledgor's best efforts to assist in obtaining approval of the FCC for any action or transaction contemplated by this Pledge which is then required by law.

8. **Termination.** This Agreement shall terminate when the Notes to the Company has been paid in full. Upon termination of this Pledge, Pledgee shall deliver to Pledgor, against receipt, all Collateral in which Pledgee shall have any interest hereunder, together with appropriate instrument of reassignment. Any such reassignment shall be without recourse upon or warranty by Pledgee and shall be at the sole expense of Pledgor. Beyond the exercise of reasonable care to assure the safe custody of any of the Collateral while actually in Pledgee's possession, Pledgee shall have no duty of or liability for preserving rights pertaining thereto and shall be relieved of all responsibility for the Interests upon disposing of them in whole or in part in accordance with Section 3 hereof, or surrendering them or tendering surrender of them to Pledgor.

9. **Assignment.** This Pledge shall not be assigned without the prior written consent of Pledgee. This Pledge shall inure to the benefit of, and shall be binding upon, the heirs, administrators, executors, successors and assigns of the parties hereto.

10. **Applicable Law.** This Pledge shall for all purposes be governed by, and construed in accordance with, the laws of the State of California (excluding its choice-of-law rules). PLEDGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS PLEDGE AGREEMENT, INCLUDING WITH RESPECT TO ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE. Pledgor hereby acknowledges that it has been represented by counsel in the negotiation, execution and delivery of this Pledge Agreement and that its lawyers have fully explained the meaning of the Pledge Agreement, including in particular the jury-trial waiver. Any question of doubtful interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafter of this Pledge Agreement.

11. **Notices, Demands and Requests.** Any notice, demand or request required or permitted to be given under the provisions of this Note shall be in writing, addressed to the following addresses, or to such other address as any party may request.

If to Pledgee:

KMAP, Inc.
1328 34th St., Suite B
Bakersfield, California 93301-2154
Attention: Edwards R. Hopple, President
Telephone: 661/323-9991
Facsimile: 661/323-9996

and

KMAP, Inc.
1328 34th St., Suite B
Bakersfield, California 93301-2154
Attention: Michael D. Allen, Vice-President
Telephone: 661/327-9711
Facsimile: 661/323-3379

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

Leventhal, Senter & Lerman P.L.L.C.
2000 K Street, NW, Suite 600
Washington, DC 20006
Attention: Dennis P. Corbett, Esq.
Telephone: 202/429-8970
Facsimile: 202/293-7783

If to Pledgor:

Group One Broadcasting, Inc.
Sole Member of Talk Central Networks LLC
c/o Talk Central Networks LLC
5437 E. Sweetwater Ave.
Scottsdale, AZ 85254
Attention: Gary D. Nice
Telephone: 480/609-7111
Facsimile: 480/483-8503

Any such notice, demand or request shall be deemed to have been duly delivered and received (a) on the date of personal delivery, or (b) on the date of transmission, if sent by facsimile (but only if a hard copy is also sent by overnight courier), or (c) on the date of receipt, if mailed by registered or certified

mail, postage prepaid and return receipt requested, (d) on the date of a signed receipt, if sent by an overnight delivery service, but only if sent in the same manner to all persons entitled to receive notice or a copy, or (e) at such time as delivery is refused by the addressee upon presentation.

12. **Cumulative Rights; No Waiver.** Each and every right, remedy and power granted to Pledgee hereunder shall be cumulative and in addition to any other right, remedy or power herein specifically granted or now or hereafter existing in equity, at law, by virtue of statute or otherwise and may be exercised by Pledgee, from time to time, concurrently or independently and as often and in such order as Pledgee may deem expedient. No omission or delay by Pledgee in exercising any right or power under this Pledge given, delivered or executed in connection herewith, pursuant hereto or as contemplated hereby shall impair the exercise of any such right or power or be construed to be a waiver of any default or to be acquiescence therein, and any single or partial exercise of any such right or power shall not preclude other or further exercise thereof or the exercise of any other right or power. No waiver shall be valid unless in writing and signed by Pledgee, and then only to the extent therein specified. Any notice to or demand on Pledgor in any event not specifically required of Pledgee hereunder shall not entitle Pledgor to any other or further notice or demand in the same, similar or other circumstances unless specifically required hereunder.

13. **Captions.** The captions of the sections contained herein are intended for convenient reference only, and the same shall not be deemed to be interpretive of the contents of such sections.

14. **Severability.** In the event any one or more of the provisions of this Pledge shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

15. **Entire Agreement -- Amendment.** This Pledge constitutes the entire agreement between the parties hereto with respect to the Collateral. Neither this Pledge nor any provision hereof may be amended, waived, discharged, modified or terminated orally, but only by an instrument in writing signed by the party against whom enforcement is sought.

16. **Time of the Essence.** Time is of the essence as to all obligations of Pledgor under this Pledge.

17. **Recitals.** The recitals set forth above are by this reference incorporated herein as if set forth herein.

[signatures on following page]

IN WITNESS WHEREOF, the parties has executed this Pledge on the day and year first above written. This agreement may be executed in counterparts.

KMAP, Inc.

By: _____

Name: _____

Title: _____

Group One Broadcasting, Inc.

By: _____

Name: Gary D. Nice

Title: President

EXHIBIT E

FORM OF SECURED PROMISSORY NOTE

\$200,000.00

_____, 2002
_____, California

FOR VALUE RECEIVED, the undersigned Talk Central Networks LLC, an Arizona limited liability company (“*Maker*”), hereby promises to pay to the order of KMAP, Inc., a California corporation (“*Payee*”), the principal sum of Two Hundred Thousand and 00/100 Dollars (\$200,000.00), or so much thereof as may remain outstanding.

This secured promissory note (“*Note*”) evidences loans made by the Payee to the Maker in connection with the execution, delivery and consummation of that certain Asset Purchase Agreement dated _____, 2002 by and between the Payee and the Maker (“*Purchase Agreement*”).

1. **Defined Terms.** As used in this Note, (a) the term “*Payee*” means the holder of this Note, and (b) the term “*Indebtedness*” means the principal of, or any other amounts due at any time under this Note, including default interest.

2. **Address for Payment.** All payments due under this Note shall be payable at the address of Payee: _____, or at such other place as may be designated by written notice to Maker from or on behalf of Payee.

3. **Interest Rate.** This Note shall not bear interest *provided, however*, that an Event of Default shall invoke Section 7 below.

4. **Payment of Principal and Interest.** Principal and interest shall be due and paid as follows:

(a) Interest, if applicable, under this Note shall be computed on the basis of a 360-day year consisting of twelve thirty-day months.

(b) The principal shall be due and payable on a date no earlier than January 2, 2003 and no later than: (i) January 31, 2003 or (ii) thirty days after Closing under the Purchase Agreement, whichever is later, (the “*Maturity Date*”) or any earlier date on which this Note becomes due and payable by acceleration or otherwise. After the Maturity Date, any unpaid principal balance shall bear interest at the Default Rate until and including the date on which it is paid in full. Any accrued interest after the Maturity Date shall be added to

and become part of the unpaid principal balance and shall bear interest at the Default Rate until and including the date on which such accrued interest is paid in full.

6. **Security.** The Indebtedness is secured by a security interest in the collateral described in that certain Security Agreement as of the date of this Note, executed by Maker in favor of Payee (the “*Security Agreement*”) and that certain Membership Pledge Agreement as of the date of this Note executed by the sole member of Maker in favor of Payee.

7. **Events of Default.** The occurrence of any of the following events shall constitute an “*Event of Default*” under this Note:

(a) The failure of the Maker to make the payment due under this Note when the same becomes due and payable; and the continuance of such failure uncured for five (5) business days after the date on which such payment is due; or

(b) The occurrence of a default by Maker under or a breach by Maker of any of the other material terms, covenants or agreements set forth in this Note which breach continues uncured for a period of thirty (30) business days following the date of written notice from Payee to Maker of such default or breach.

8. **Acceleration.** Upon (a) the occurrence of an Event of Default, or (b) the assignment by Maker pursuant to an application on FCC Form 314 or Form 315 of its FCC authorization for radio station KMAP(AM), Frazier Park, California, the entire unpaid principal balance hereof and all unpaid interest shall at once become due and payable, at Payee’s option, without any prior notice to Maker. Payee may exercise this option to accelerate regardless of any prior forbearance.

9. **Default Rate.** The “*Default Rate*” shall be the lesser of 10 percent (10%) or the maximum rate which may be collected from Maker under applicable law. Maker acknowledges that its failure to make timely payments will cause Payee to incur additional expenses in servicing and processing this Note, that Payee will incur additional costs and expenses arising from its loss of the use of the money due and from the adverse impact on Payee’s ability to meet its other obligations and to take advantage of other investment opportunities, and that it is extremely difficult and impractical to determine those additional costs and expenses. Maker also acknowledges that, during the time that this Note is delinquent or any other Event of Default has occurred and is continuing, Payee’s risk of nonpayment of this Note will be materially increased and Payee is entitled to be compensated for such increased risk. Maker agrees that the increase in the rate of interest payable under this Note to the Default Rate represents a fair and reasonable estimate, taking into account all

circumstances existing on the date of Note, of the additional costs and expenses Payee will incur by reason of the Maker's delinquent payment and the additional compensation Payee is entitled to receive for the increased risks of nonpayment associated with a delinquent loan.

10. **Costs and Expenses.** Maker shall pay all expenses and costs, including fees and out-of-pocket expenses of attorneys and expert witnesses and costs of investigation, incurred by Payee as a result of any default under this Note or in connection with efforts to collect any amount due under this Note, including those incurred in post-judgment collection efforts and in any bankruptcy proceeding (including any action for relief from the automatic stay of any bankruptcy proceeding) or judicial or non-judicial foreclosure proceeding.

11. **Forbearance.** Any forbearance by Payee in exercising any right or remedy under this Note, the Security Agreement or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of that or any other right or remedy. The acceptance by Payee of any payment after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Payee's right to require prompt payment when due of all other payments or to exercise any right or remedy with respect to any failure to make prompt payment. Enforcement by Payee of any security for Maker's obligations under this Note shall not constitute an election by Payee of remedies so as to preclude the exercise of any other right or remedy available to Payee.

12. **Waivers.** Presentment, demand, notice of dishonor, protest, notice of acceleration, notice of intent to demand or accelerate payment or maturity, presentment for payment, notice of nonpayment, grace, and diligence in collecting the Indebtedness are waived by Maker and all endorsers and guarantors of this Note and all other third party obligors.

13. **Loan Charges.** If any applicable law limiting the amount of interest or other charges permitted to be collected from Maker in connection with this Note is interpreted so that any interest or other charge provided for in this Note, whether considered separately or together with other charges provided for in this Note, violates that law, and Maker is entitled to the benefit of that law, that interest or charge is hereby reduced to the extent necessary to eliminate that violation. The amounts, if any, previously paid to Payee in excess of the permitted amounts shall be applied by Payee to reduce the unpaid principal balance of this Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Maker has been violated, all Indebtedness that constitutes interest, as well as all other charges made in connection with the Indebtedness that constitute interest, shall be deemed to be allocated and spread ratably over the stated term of the Note. Unless otherwise required by applicable law, such allocation and

spreading shall be effected in such a manner that the rate of interest so computed is uniform throughout the stated term of the Note.

14. **Commercial Purpose.** Maker represents that the Indebtedness is being incurred by Maker solely for the purpose of carrying on a business or commercial enterprise, and not for personal, family or household purposes.

15. **Counting of Days.** Except where otherwise specifically provided, any reference in this Note to a period of “*days*” means calendar days, not business days. Any payment on this Note coming due on a Saturday, a Sunday, or a day which is a federal holiday shall be made on the next succeeding day which is a business day in such place.

16. **Notices.** Any notice, demand or request required or permitted to be given under the provisions of this Note shall be in writing, addressed to the following addresses, or to such other address as any party may request.

If to Payee:

KMAP, Inc.
1328 34th St., Suite B
Bakersfield, California 93301-2154
Attention: Edwards R. Hopple, President
Telephone: 661/323-9991
Facsimile: 661/323-9996

and

KMAP, Inc.
1328 34th St., Suite B
Bakersfield, California 93301-2154
Attention: Michael D. Allen, Vice-President
Telephone: 661/327-9711
Facsimile: 661/323-3379

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

Leventhal, Senter & Lerman P.L.L.C.
2000 K Street, NW, Suite 600
Washington, DC 20006
Attention: Dennis P. Corbett, Esq.

Telephone: 202/429-8970

Facsimile: 202/293-7783

If to Maker:

Talk Central Networks LLC
5437 E. Sweetwater Ave.
Scottsdale, AZ 85254
Attention: Gary D. Nice
Telephone: 480/609-7111
Facsimile: 480/483-8503

Any such notice, demand or request shall be deemed to have been duly delivered and received (a) on the date of personal delivery, or (b) on the date of transmission, if sent by facsimile (but only if a hard copy is also sent by overnight courier), or (c) on the date of receipt, if mailed by registered or certified mail, postage prepaid and return receipt requested, (d) on the date of a signed receipt, if sent by an overnight delivery service, but only if sent in the same manner to all persons entitled to receive notice or a copy, or (e) at such time as delivery is refused by the addressee upon presentation.

17. **Governing Law.** The construction and performance of this Note shall be governed by the laws of the State of California without regard to its principles of conflict of law. Maker hereby acknowledges that it has been represented by counsel in the negotiation, execution and delivery of this Note and that its lawyers have fully explained the meaning of the Note. Any question of doubtful interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafter of this Note.

IN WITNESS WHEREOF, Maker has signed and delivered this Note or caused this Note to be signed and delivered by its duly authorized representative.

Talk Central Networks LLC

ATTEST: _____
member

By: Group One Broadcasting, Inc., its sole

By: _____
Name: Gary D. Nice
Title: President

EXHIBIT F

FORM OF GROUND LEASE

THIS Lease Agreement (this "*Lease*") is made this ___ day of _____, 2002, between KMAP, Inc., a California corporation ("*Lessor*"), and Talk Central Networks LLC, an Arizona limited liability company ("*Lessee*").

W I T N E S S E T H:

WHEREAS, Lessor owns the real property which is the subject of this Lease; and

WHEREAS, the parties desire to enter into this Lease in order to permit Lessee access to, and use of the real property which is the subject of this Lease;

FOR AND IN CONSIDERATION of the payment by Lessee of the rent hereinafter reserved and the performance by Lessee of the covenants and agreements hereinafter agreed to be performed by it, and in accordance with all of the provisions hereinafter set forth the parties agree as follows:

1. **DEMISE.** Lessor does hereby let and demise unto Lessee, and Lessee does hereby take and hire from Lessor, approximately 20 acres of land located at _____ (the "*Property*"), as more fully set forth on Exhibit A attached hereto and made a part hereof, together with all the rights, easements and appurtenances thereto or therewith usually held and enjoyed.

2. **RENT.**

(a) The rent shall be \$14,400 per year (the "*Annual Rent*") during the first year of the Term, as hereinafter defined. The Annual Rent shall be adjusted annually beginning upon the first day of the second year of the Initial Term and on each anniversary thereafter (including during any Renewal Terms) by the "*Annual Escalator*". The Annual Escalator shall be the percentage increase in the CPI. The CPI means the Consumer Price Index for All Urban Consumers, U.S. City Average (1982-1984=100), as published by the United States Department of Labor, Bureau of Labor Statistics.

(b) Rent payable pursuant to Section 2(a) hereof shall be paid in equal monthly installments payable in advance on the first day of each month, without notice, demand, or set-off.

3. TERM.

(a) The term of this Lease shall commence on the date first written above (the “*Commencement Date*”) and shall continue, unless earlier terminated as provided herein, for a period of ten (10) years (the “*Initial Term*”, the last date of which shall be the “*Expiration Date*”).

(b) Lessee shall have the option, if Lessee is not at the time in default under this Lease, to extend the Initial Term of this Lease for two additional five (5) year periods (each a “*Renewal Term*”) commencing immediately upon the expiration of the Initial Term or the prior Renewal Term, as applicable, on the same terms, covenants and conditions herein contained. The option to extend the Initial Term or the prior Renewal Term, as applicable, shall be deemed to have been exercised unless Lessee shall have first delivered to Lessor, on or before ninety (90) days prior to the Expiration Date, written notice of Lessee’s election not to extend the Term as provided herein. The word “*Term*” as used in this Lease shall be deemed to include the Initial Term and any Renewal Term when and if this Lease is extended. If the Term has been extended as provided in this subparagraph, the Expiration Date shall be the last day of the Term as so extended.

4. USE OF PREMISES; COMPLIANCE WITH LAWS.

(a) Lessee will use and occupy the Property in order to operate and maintain broadcast and related facilities for radio station KMAP(FM), Frazier Park, California, FCC Facility ID Number 2268 (“*Station*”), whether existing on the Property as of the date hereof, or whether constructed during the term hereof, including:

(i) maintenance and operation of a transmitter building located upon the Property for the installation and operation of Lessee’s transmitters and related equipment needed to support Lessee’s transmissions;

(ii) access to the Property via the roadways existing or to be constructed on the Property for ingress and egress to and from the Property for the purposes of installation, removal, servicing, maintenance and repair of Lessee’s owned improvements and equipment located upon the Property;

(iii) the installation and maintenance of transmission lines, power, telephone, and utility lines; and

(iv) the installation of new improvements, structures and additions, and

equipment, and the modification, repair, or removal of existing improvements, structures and equipment upon the Property, and all other activities reasonably associated with the purposes set forth above.

(b) Lessee will comply with any and all laws, ordinances, rules, orders and regulations of any governmental authority which are applicable to the conduct of Lessee's business on the leased premises.

5. OPERATING EXPENSES, TAXES, AND UTILITY CHARGES.

(a) Except as provided herein to the contrary herein, Lessee shall be responsible for any and all costs related to its use of the Property including but not limited to any and all costs of electricity and maintenance.

(b) Lessee shall pay, prior to delinquency, the ad valorem real estate taxes due on the Property which are applicable to the term of this Lease or any renewal thereof.

6. INSURANCE.

Lessee shall procure and maintain all insurance which it deems necessary for its protection against loss of or damage to the Property or any property of Lessee situated thereon.

7. ACTIONS OF PUBLIC AUTHORITIES. In the event that any exercise of the power of eminent domain by any governmental authority, Federal, State, County or Municipal, or by any other party vested by law with such power shall at any time prevent the full use and enjoyment of the Property by Lessee for the purposes set forth in Section 4, Lessee shall have the right thereupon to terminate this lease. In the event of any such action, both Lessor and Lessee shall have the right to claim, recover, and retain from the governmental authority or other party taking such action the damages suffered by them respectively as a result of such action.

8. IMPROVEMENTS BY LESSEE. Lessee shall have the right to make alterations, additions, or improvements in or to the Property, provided that all such work shall be done in a good and workmanlike manner, and no liens shall attach to the leased premises by reason thereof. Upon the termination of this Lease, such alterations, additions, or improvements shall become the property of Lessor.

9. FIXTURES AND SIGNS.

(a) Lessee shall have the right to install in or place on the Property such trade or moveable fixtures, machines, tools, or other equipment as it may choose. Such fixtures, machines, tools, or other equipment shall at all times remain the personal property of Lessee regardless of the manner or degree of attachment thereof to the Property and may be removed at any time by Lessee whether at the termination of this lease or otherwise, provided, however,

that Lessee shall make reasonable restoration of the Property in the event that any damage is done thereto in the removal of such property, reasonable wear and tear and damage by fire or other casualty excepted, and provided further, Lessee shall not have the right to remove any tower but at the termination of this Lease, such tower shall become the property of Lessor.

(b) Lessee shall have the right to install or erect such signs on the Property as it deems necessary, provided that any such sign complies with all applicable laws or ordinances and provided, further, that Lessee shall remove any such sign at the termination of this Lease and repair any and all damage to the leased premises resulting from such removal.

10. REVERSION. Upon termination or expiration of the terms of the Lease, Lessee shall deliver the Property and the structures thereon to Lessor in good condition, ordinary wear and use excepted.

11. LIABILITY; INDEMNITY. Lessee shall be liable for any injury to or death of persons and for any loss of or damage to property caused by the negligent acts or omissions of its agents, employees, or invitees, or caused by Lessee's use or occupancy of the Property or its failure to perform any obligations it has under this lease. Lessee shall indemnify and save Lessor harmless against any and all liabilities, claims, demands, actions, costs, and expenses which may be sustained by Lessor by reason of any of the causes for which Lessee is liable pursuant to this Section 11.

12. ASSIGNMENT; SUBLETTING. This Lease may not be assigned, subleased, or transferred without the prior written consent of Lessor.

13. TITLE. Lessor covenants and warrants that it has lawful title and right to make this lease, that it will maintain Lessee in full and exclusive possession of the Property, and that, if Lessee shall pay the rent and perform all of the agreements, covenants, and conditions required by this lease to be performed by it, Lessee may freely, peaceably and quietly occupy and enjoy the Property without molestation or hindrance, lawful or unlawful of any person whomsoever.

14. BROKERAGE. Lessor and Lessee each represent that they have not dealt with any real estate agent, broker or other party to whom a commission could be claimed in connection with this Lease, and Lessee and Lessor each hereby agree to indemnify the other against any claims for commission from any broker or other person claiming a commission arising from the actual or alleged acts of the indemnifying party. This paragraph is not intended to create any third-party beneficiary rights in favor of the brokers named herein.

15. DEFAULT. An event of default shall exist hereunder upon the occurrence of any of the following:

(a) If Lessee shall make an assignment for the benefit of its creditors; or

(b) If Lessee files any petition or institutes any proceedings under the Bankruptcy Code as it now exists or is hereafter amended, or under any other act or acts, either as a bankrupt or an insolvent seeking to be adjudicated a bankrupt, or to be discharged for any or all of its debts, or to effect a plan of reorganization, or for any similar relief, or if any such petition or proceedings are filed or taken against Lessee, or if any receiver or trustee for all or a substantial part of the Leased Space of Lessee shall be appointed by any court; or

(c) If Lessee shall fail to pay any installment of the rent set forth in this Lease, or additional rent or charges, or any part thereof, when the same shall become due and payable, and such failure shall continue for ten (10) business days thereafter after the receipt by Lessee of written notification of such failure; or

(d) If Lessee shall fail to perform or observe any other material requirement of this Lease on the part of Lessee to be performed or observed and such failure shall continue for sixty (60) days after the receipt by Lessee of written notification of such failure or if such remedy cannot reasonably be completed in 60 days, if Lessee fails to commence such remedy in 60 days after receipt of written notice and diligently pursue such remedy to completion.

If such an event of default exists under this Lease, Lessor may terminate this Lease, and seek any appropriate remedy, or may not terminate and seek performance of the terms of this Lease by Lessee as well as damages for such default through appropriate procedures at law or equity. If this Lease shall be terminated as provided above, Lessor may immediately or at any time thereafter (i) re-enter the Property and remove therefrom Lessee and all or any of its property therefrom, by any suitable action or proceeding at law, without being liable therefore, and repossess and enjoy and re-let said property, together with all additions, alterations and improvements thereto and (ii) sue Lessee to recover the present value of all rent that would have become due during the term of this Lease.

16. NOTICE.

(a) Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, addressed to the following addresses, or to such other address as any party may request in writing.

If to Lessee:

Talk Central Networks LLC
5437 E. Sweetwater Ave.
Scottsdale, AZ 85254
Attn: Gary D. Nice
Telephone: 480/609-7111
Facsimile: 480/483-8503

If to Lessor:

KMAP, Inc.
1328 34th St., Suite B
Bakersfield, CA 93301-2154
Attention: Edwards R. Hopple, President
Telephone: 661/323-9991
Facsimile: 661/323-9996

and

KMAP, Inc.
1328 34th St., Suite B
Bakersfield, California 93301-2154
Attention: Michael D. Allen, Vice-President
Telephone: 661/327-9711
Facsimile: 661/323-3379

With a copy to:

Leventhal, Senter & Lerman, P.L.L.C.
2000 K Street, N.W.
Suite 600
Washington, D.C. 20006 1809
Attention: Dennis P. Corbett, Esq.
Telephone: 202/429-8970
Facsimile: 202/293-7783

(b) Any such notice, demand or request shall be deemed to have been duly delivered and received (i) on the date of personal delivery, or (ii) on the date of transmission, if sent by facsimile (but only if a hard copy is also sent by overnight courier), or (iii) on the date of receipt, if mailed by registered or certified mail, postage prepaid and return receipt requested, or (iv) on the date of a signed receipt, if sent by an overnight delivery service, but only if sent in the same manner to all persons entitled to receive notice or a copy.

(c) Either party shall have the right to change its address as above designated by giving to the other party fifteen (15) days' notice of its intention to make such change and of the substituted address at which any notice or demand may be directed to it.

17. SUBORDINATION. Lessee agrees that this lease shall be subordinate to any mortgage or trust deed that is now on or may hereafter be placed upon the demised premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals,

replacements and extensions thereof, provided that the rights of Lessee as set forth herein shall not be affected in the event of foreclosure or otherwise (including any sale as a result or in lieu of such foreclosure) as a result of such subordination so long as Lessee is not in default under the terms hereof.

18. ENVIRONMENTAL.

(a) Lessor hereby represents and warrants that, to its knowledge, as of the date of this Lease:

(i) for so long as the Lessor has owned the Property, Lessor has complied in all material respects and is in material compliance with, and all improvements on the Property are in material compliance with, all Environmental Laws;

(ii) neither Lessor nor, to Lessor's knowledge, any other person has generated, spilled, treated, stored or disposed of, nor in any manner arranged for the disposal or treatment of any Hazardous Materials in violation of any Environmental Laws on or from the Real Property and, to Lessor's knowledge, there are currently no Hazardous Materials present on, in or under the Property above any applicable threshold level which now requires clean-up or remediation under any Environmental Laws;

(iii) there are no pending or, to Lessor's knowledge, threatened actions, suits, claims, legal proceedings or other proceedings based on, and Lessor has not received any notice of any complaint, order, directive, citation, notice of responsibility, notice of potential responsibility, or information request from any Governmental Authority arising out of or attributable to: (i) the presence at any part of the Property of Hazardous Materials; (ii) the current or past release or threatened release into the environment from the Property (including, without limitation, into any storm drain, sewer, septic system or publicly owned treatment works) of any Hazardous Materials; (iii) the off-site disposal of Hazardous Materials originating on or from the Property; or (iv) any violation of Environmental Laws at any part of the Property involving Hazardous Materials; and

(iv) the Property does not contain and, to Lessor's knowledge, has never contained underground storage tanks, or underground piping associated with such tanks, used currently or in the past for Hazardous Materials, and no portion of the Property is or has been used as a dump or landfill or consists of or contains filled in land or wetlands. No PCBs, lead paint or friable asbestos materials are present on or in the Property.

(b) "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), 42 U.S.C. § 9601 et seq.; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1802 et seq.; the Resource

Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 9601 et seq.; the Clean Water Act ("CWA"), 33 U.S.C. § 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Clean Air Act ("CAA"), 42 U.S.C. § 7401 et seq.; the Occupational Safety and Health Act of 1970, as amended ("OSHA"), 29 U.S.C. § 651 et seq.; or any other applicable federal, state, or local laws relating to the protection of the environment from Hazardous Materials, including any plans, rules, regulations, orders, or ordinances adopted, pursuant to the preceding laws or other similar laws, regulations, rules, orders, or ordinances now or hereafter in effect relating to Hazardous Materials generation, production, use, storage, treatment, transportation or disposal.

(c) "Hazardous Materials" means any wastes, substances, or materials (whether solids, liquids or gases) that are defined as hazardous, toxic, pollutants or contaminants under any Environmental Law, including without limitation, substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, any Environmental Laws. "Hazardous Materials" includes, without limitation, polychlorinated biphenyls (PCBs), asbestos, lead-based paints and petroleum and petroleum products.

(d) Lessor shall indemnify and hold Lessee harmless from any claim, demand, liability, damage, cost or expense (including but not limited to any remediation cost or attorneys' fees) arising from or relating to any claim that, prior to the date hereof (i) there were Hazardous Substances in, on, or under the Property; (ii) the Property was not in compliance with Environmental Laws; or (iii) any person has been exposed to Hazardous Substances on the Property.

(e) Lessee shall indemnify and hold Lessor harmless from any claim, demand, liability, damage, cost or expense (including but not limited to any remediation cost or attorneys' fees) arising from or relating to any claim that (i) Lessee introduced Hazardous Substances in, on, or under the Property during the term of this Lease; (ii) Lessee failed to operate the Property in compliance with Environmental Laws during the term of this Lease; or (iii) any person has been exposed to Hazardous Substances on the Property during the term of this Lease as a result of Lessee's actions or inactions. At Lessor's request, Lessee shall undertake at its expense any remedial action resulting from such claim or the defense of any legal or administrative proceeding relating to such claim; provided, however, that nothing herein shall be deemed to impose any liability on Lessee for any claims relating to Hazardous Substances introduced onto the Property by Lessor or the breach of any Environmental Law by Lessor.

19. RECORDATION. This Lease shall not be recorded. Notwithstanding the foregoing, at the request of either party, the parties shall execute and record a Memorandum of Lease which shall set forth the parties, the terms of this Lease, and any other matters mutually agreed to.

20. ENTIRE AGREEMENT. The whole and entire agreement of the parties is set forth in this

Agreement and the parties are not bound by any agreements, understandings or conditions otherwise than as expressly set forth and stipulated hereunder.

21. CHANGES, MODIFICATIONS OR AMENDMENTS. This agreement may not be changed, modified, discharged or terminated orally or in any other manner than by an agreement mutually signed by the parties hereto or their respective successors and assigns.

22. COVENANTS TO BIND RESPECTIVE PARTIES. This lease, and all of the agreements, covenants, and conditions contained herein shall be binding upon Lessor and Lessee and upon their respective heirs, executors, administrators, successors, and assigns.

[Signatures follow on next page]

IN WITNESS WHEREOF, Lessor and Lessee have caused these presents to be executed by their duly authorized officers and have caused their respective corporate seals to be hereto affixed, all as of the day and year first above written.

KMAP, Inc.

By: _____

Name: _____

Title: _____

Talk Central Networks LLC

By: _____

Name: Gary D. Nice

Title: _____

EXHIBIT A

[description of Premises to be attached]

Schedule 1.2(a) - Station Licenses

KMAP(AM)
Frazier Park, CA

Main Station License
Facility ID #2268

Studio Transmitter Link

Schedule 1.2(c) - Personal Property

See attached list.

Schedule 1.2(d) – Contracts

1. Programming Agreement dated _____ by and between KMAP, Inc. and Radio Disney.
2. Blanket Performance License with ASCAP.
3. Blanket Performance License with BMI.
4. Blanket Performance License with SESAC.

Schedule 1.2(e) - Intangible Property

None.

Schedule 1.3 - Excluded Assets

1. 20 acre tower site located at _____. Seller will provide Buyer with a Ground Lease for this site substantially in the form of Exhibit F to the Asset Purchase Agreement.

Schedule 7.3 - Required Consents

1. Programming Agreement dated _____ by and between KMAP, Inc. and Radio Disney (if consent is required under the agreement).

Schedule 7.5 - Real Property

1. Ground Lease for AM Site – in the form of Exhibit F to the Asset Purchase Agreement.

2. Fee interest in Studio Site located at 2001 19th Street, Bakersfield, CA – Building (approximately 1,400 square feet, 10x20 steel building for station vehicle, and 8x10 wooden storage building located on premises).

Schedule 7.8 - Station Employees

Bill Curtis – Program Director

Lisa Garzilla – Promotions Director

Kim Fannon – Sales Manager

Anna Gallegos - parttime traffic

Various administrative staff (paid on hourly basis)