

STATE OF ALABAMA

COUNTY OF FAYETTE

ASSET PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this the 5th day of April, 2005, by and between Thomley Broadcasting Company, Inc., an Alabama Corporation, d/b/a WLDX Radio of Fayette, (hereinafter referred to as "Seller", and Dean Broadcasting, Inc., and Alabama Corporation of Winston County, Alabama (hereinafter referred to as "Purchaser").

WITNESSETH:

WHEREAS, Seller owns Radio Station WLDX (the "Station"), Fayette, Alabama and holds certain licenses, permits and authorizations (hereinafter referred to as the "Licenses") issued by the Federal Communications Commission (the "FCC") for the operation of the Station, and owns certain assets used and useful in the operations of the Station; and

WHEREAS, subject to the pending approval of the FCC and following the fulfillment of certain other conditions contained herein, Purchaser desires to acquire the Station and certain assets, (real and personal, tangible and intangible, including licenses) used in the operation of the station, except as otherwise provided herein from Seller, and Seller desires to transfer same or cause their transfer to Purchaser; and

NOW, THEREFORE, subject to the pending approval of the FCC and in consideration of; (1) Ten & no/100 Dollars (\$10.00) in hand paid by Purchaser to Seller (the receipt whereof is hereby acknowledged), (2) the agreement on the purchase price hereinafter set forth, and (3) agreement with respect to mutual terms, covenants, undertakings and conditions to be contained herein (subject to the representations and warranties set forth herein), Seller, and Purchaser hereby agree as follows:

I. ASSETS TRANSFERRED TO PURCHASER FROM SELLER

At the closing, Seller will sell, assign, transfer and deliver to Purchaser, or cause to be sold, assigned, transferred and delivered to Purchaser the following:

A. All of Seller's right, title and interest in or to all of the licenses, permits and other authorizations issued by the FCC for the operation of the Station (including, in particular, that certain license from the FCC issued to the Seller, File NO. BR-20031119AHI, for a term ending the 1st day of April, 2012), and all other licenses, permits or authorizations issued by any regulatory agency and used by the Seller in the operations of the Station;

B. All of Seller's right, title and interest of the Seller to the use of the call letters WLDX;

C. All of Seller's right, title and interest in or to all of the tangible personal property owned by the Seller and located at the Station or used or useful in the operation of the Station (as more particularly described in Exhibit "A" attached hereto and made a part hereof) and any replacements thereof; provided, however, that the assets to be transferred shall not include the assets of Seller specified on Exhibit "B", attached hereto and made a part hereof;

D. All of Seller's right, title and interest in or to all business records relating to the operation of the Station;

E. All of Seller's right, title and interest in or to title to land in the immediate vicinity of Fayette County, Alabama on which the Station's AM tower and transmitter are located and is more particularly described by legal description attached hereto as Exhibit "C" and made a part hereof which shall cover not only the tower but any and all real estate presently owned by Thomley Broadcasting Company, Inc. Such real property shall be free and clear of all liens and encumbrances of any kind.

F. All of Seller's right, title and interest in or to, if any, in trademarks, service marks, trade names, logo types, jingles, slogans, and copyrights, sites, and any applications therefore, and any other similar rights used or acquired in conjunction with the operation of the Station.

G. All of the Seller's right, title and interest in or to the trade accounts receivables for advertising broadcast after the closing date.

H. All of the Seller's right, title and interest in or to the Internet domain name "wldx.com" and the associated Internet web site.

II. PURCHASE PRICE AND PAYMENT BY PURCHASER TO SELLER

A. Subject to the conditions of this agreement, as consideration for the assets purchased from Seller, Purchaser shall pay to Seller the aggregate sum of \$450,000 (the "Purchase Price") plus all amounts received by Purchaser after the closing date for advertising broadcast before the closing date. The above referenced purchase price shall be payable as follows:

1. At the closing, Purchaser will deliver to Seller a bank check in the amount equal to one half the Purchase Price.

2. The Purchaser shall execute to the seller a note of indebtedness for an amount equal to one half the Purchase Price amortized to be repaid over a fifteen year term.

III. FILING OF APPLICATION WITH THE COMMISSION

The purchaser agrees to cause to be prepared promptly, and file within thirty (30) days from the date of the execution of this Agreement with the FCC, all applications and documents necessary to secure written consent of FCC to transfer to the Purchaser of the aforesaid franchise, the license and frequency, and promptly to take such other action as may be necessary in

connection therewith. Seller will not be responsible for any delay in such preparation or filing reasonably attributable to Purchaser, or other circumstances reasonably beyond the control of Seller. Purchaser will bear its expenses in the preparation of this Agreement, and Purchaser will pay all expenses incurred in the preparation and prosecution of the said application to the FCC. The consummation of this Agreement is conditional upon the consent and approval of the FCC in form satisfactory to the counsel for Purchaser and Seller, of such transfer, and of the sale contemplated hereby. In the event the FCC has refused or failed to grant its written consent to an assignment of the Station's license within six (6) months from the date of this Agreement, either party may rescind this Agreement upon written notice to the other and thereupon neither party shall have any further liabilities of or under this Agreement.

IV. CLOSING

The sale, transfer and assignment contemplated by this Agreement will be consummated at a time and place agreeable to the parties on May 31, 2005.

V. CONDITIONS TO CLOSING

A. Opinion of Counsel. As a condition to Purchaser's obligations hereunder, seller shall, prior to the sale contemplated herein, submit to Purchaser an opinion of its counsel in form satisfactory to counsel to Purchaser, that, as of the date of the sale, assignment and transfer contemplated hereby (the "Closing"), all of the warranties contained in Section VI below are true and accurate.

B. Real Property. It is acknowledged, understood and agreed between the parties hereto that the purchaser has chosen not to conduct any type of environmental impact or assessment study on the purchased property in order to determine whether or not there are any environmental hazards in existence at the date of the execution of this Agreement or at the date of the closing. The Seller is selling this property "as is" without any representation whatsoever as to the condition or quality of the property. At the closing date, Purchaser agrees to assume all environmental liability and responsibility for the property conveyed hereunder regardless of when or by whom such environmental problems occurred or were allowed to occur. Without limiting the generality of the foregoing, the Purchaser specifically agrees to assume all liability and responsibility for any environmental problem, even if it is subsequently determined that such environmental problem or problems were in existence on the date of the transfer of the property pursuant to this Agreement, and regardless of whether or not any environmental problems were or are the result of action or inaction, activity or inactivity, taken or not taken by Thomley Broadcasting Company, Inc., its agents, employees, servants, assigns, stockholders, directors and officers. In furtherance of this assumption of liability and in addition to the indemnification obligations contained in Section IX, the Purchaser agrees to indemnify and hold harmless the Seller, its agents, employees, servants, assigns, stockholders, directors and officers from any and all liability, losses, costs, claims, actions, cause of action and or expense, including payment of reasonable attorney's fees in defense of the indemnified parties, arising out of or occurring as a result of any environmental problem whatsoever. Environmental problems shall be defined as any violation of any state, local or national law, rule, regulation or requirement dealing with the environment.

VI. WARRANTIES BY SELLER

Seller represents and warrants to Purchaser that as of the date of this Agreement, the date of the Closing, and at all times between said dates:

A. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Alabama, and has good title to all property it purports to own:

B. Seller is authorized to execute this agreement and to undertake any and all of the obligations required to be performed by it pursuant to the terms hereof, subject to the consent and approval of the FCC;

C. From the date of this Agreement to the Closing, Seller will afford Purchaser, its representatives, agents and employees, at all reasonable times, access and facilities to review with respect to all of the assets of Seller, its books, files, records, insurance policies and stockholder lists, for the purpose of audit, inspection and examination thereof, and will do everything reasonably necessary to enable Purchaser, its representatives, agents and employees to make a complete examination of the assets and the condition thereof.

D. Subject to the consent and approval by the FCC of the transfer of said license and franchise, Seller has good and marketable title to all of the said properties proposed to be sold by it to Purchaser pursuant hereto, free and clear of all mortgages, pledges, claims, liens, charges, or other encumbrances.

E. Miscellaneous. The Disclosure Schedules are complete in all material respects and the information therein contained therein is true and accurate, subject to any limitations and qualifications contained in this Agreement or the Disclosure Schedules, and the documents referred to herein or therein which have been delivered to Purchaser are true and correct copies of such documents.

F. Notwithstanding the provisions of Paragraph V, B, above, Seller warrants that no officer or shareholder of Thomley Broadcasting Company, Inc. has any knowledge of any environmental damage to any property to be sold to the Purchaser under this agreement.

G. Notwithstanding the above warranties, neither Seller, nor anyone acting on its behalf has warranted to Purchaser anything about the financial condition of the Station or anything else about the ability of the Station to be an ongoing concern, other than as set out above. Purchaser has not relied upon, nor will it rely upon, information gathered from Seller with regard to its financial position in determining whether or not they wish to make the purchases contemplated herein. Purchaser is purchasing the assets "as is." They have conducted an investigation of the viability of the Station and are satisfied with the results of their investigation without reliance upon anything or any information made known to them by or on behalf of seller other than as set out hereinabove.

VII. LOSS OR DESTRUCTION PRIOR TO CLOSING

If at any time between the date hereof and the Closing date any of the tangible property owned by Seller is lost, damaged or impaired from fire or other casualty or cause, then Seller shall, in its sole discretion and at its option either (1) Repair or replace the tangible property; or (2) assign any and all applicable insurance proceeds to the purchaser. In either case, this Agreement shall continue in effect and such loss shall not relieve Purchaser of its obligations hereunder.

VIII. WARRANTIES BY PURCHASER

Purchaser represents and warrants to Seller that as of the date of this Agreement, and that as of the date of the Closing, and that at all times between said dates:

A. Purchaser is a corporation duly authorized and existing under the laws of the State of Alabama, with full power and authority to execute and deliver the documents contemplated and required herein. Closing will have been duly authorized and approved by requisite corporate action.

B. The execution, delivery and performance of this Agreement by Purchaser and the consummation of the transactions contemplated hereby have, or prior to the Closing will have been, duly authorized and approved by all requisite action on the part of Purchaser and this Agreement constitutes the legal, valid and binding obligations of Purchaser, enforceable in accordance with its terms.

All of the warranties and all the warranties and representations of Purchaser made elsewhere in this Agreement shall survive the closing and continue in full force and effect for a period of one (1) year from the date of Closing.

IX. CROSS INDEMNIFICATION

A. Seller and the shareholders will indemnify, defend and hold harmless Purchaser and its officers, directors, and employees with respect to any and all claims, liability, obligation, loss, damage or injury, together with costs and expenses (including without limitations any legal expenses) (i) arising out of or resulting from any inaccuracy, misrepresentation or breach of any representation, warranty or covenant of Seller contained herein, (ii) relating to the past ownership and operation of the Station, purchased assets, or the assumed liabilities on or prior to the Closing Date or (iii) relating to any of the non-assumed liabilities not assumed by Purchaser.

B. Purchaser will indemnify, defend and hold harmless Seller and its officers, directors, stockholders and employees with respect to any and all claims, liability, obligation, loss, damage or injury, together with costs and expenses (including without limitation, any legal expenses) (i) arising after Closing Date out of the Assumed Liabilities, (ii) arising out of any inaccuracy, misrepresentation or breach of any representation, warranty or covenant of Purchaser

contained herein or (iii) arising out of the ownership and operation of the Station or the purchased assets after the Closing Date.

C. Each party agrees to give the other prompt written notice of any action or assertion of which it has knowledge concerning any matter as to which it may be requested indemnification hereunder. Each party will cooperate with the other in determining the validity of any such matter and in the diligent and vigorous defense of any claim which might give rise to indemnification hereunder.

X. BROKERS FEES

Seller and Purchaser acknowledge and agree that no entity or individual is entitled to any commission or finders fee in connection with the transaction contemplated by this agreement.

XI. DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING

At the Closing, Seller shall deliver to Purchaser the following:

A. Bill of Sale duly executed by Seller and in form approved by Purchaser for all tangible personal property described in Section I herein containing a warranty of title against all liens, encumbrances, and restrictions of any kind whatsoever except those mutually agreeable to the parties hereto.

B. Assignment duly executed by Seller and in form approved by Purchaser transferring to Purchaser the licenses, leases, contracts, Copyrights, trademarks, call letters, Internet domain name and web site, books, and records described in Section I herein.

C. A Warranty Deed executed by Seller, and in form approved by Purchaser for the real property described in Section I herein conveying all of Seller's right, title, and interest in and to such property, free and clear of any and all liens or encumbrances except those mutually agreeable to the parties hereto.

D. An opinion of Seller's counsel dated as of the Closing Date, in form acceptable to Purchaser's counsel, stating his opinion:

1. That this Agreement and all documents required to be delivered hereunder at the Closing have been duly authorized, executed, and delivered free and clear of all liens, encumbrances, or restrictions whatsoever and are binding in accordance with their terms, and;

2. That, after reasonable investigation, and to the best of counsel's knowledge information and belief, there are no legal actions or legal or administrative proceedings pending or threatened against Seller which would materially and adversely affect the assets or operations of the Station.

E. Such other instruments as counsel for Purchaser may reasonably request and in form acceptable to counsel to carry into effect provisions of this Agreement.

XII. DOCUMENTS TO BE DELIVERED BY PURCHASER AT CLOSING

At the Closing, Purchaser shall deliver to Seller the following:

A. A cashier's check or certified check in the sum equal to the portion of the Purchase Price due at Closing;

B. An opinion of Purchaser's counsel dated the Closing date to the effect that;

1. Purchaser has duly and validly authorized, executed and delivered this Agreement, and all requisite corporate action has been taken to make it valid and binding upon Purchaser in accordance with its terms.

2. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Alabama and has full power to enter into and perform this Agreement.

3. Neither the execution and delivery of this Agreement nor its performance are restricted by or violate the certificate of Purchaser or Bylaws of Purchaser or any contractual or other obligation of Purchaser of which such counsel has knowledge.

4. To such further effect as may be reasonably requested by counsel for seller.

XIII. PRORATION OF EXPENSES

A. At the Closing, all utilities, insurance, payroll, license fees, and all other operating expenses of the Station shall be the responsibility of the Seller. After the Closing Date, all such utilities, insurance, payroll, license fees, and all other operating expenses of the Station shall be the responsibility of the Purchaser. All ownership reports, applications, financial reports, and other reports required to be filed by Seller between the date of this Agreement and the Closing will be so filed and will be true and correct to Seller's knowledge.

XIV. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Alabama. If any provisions of this agreement shall be held invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect. All parties acknowledge and agree that any dispute arising from their respective performance under this Agreement shall be submitted to the jurisdiction of the competent Court of the State of Alabama.

XV. NOTICES

All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be deemed to be duly given if mailed by registered or certified mail, postage prepaid and addressed as follows:

A. If to Seller:

Eloise Thomley
P.O. Box 189
Fayette, AL 35555

or to such other persons or addresses as Seller shall have notified Purchaser by registered or certified mail.

B. If to Purchaser:

Wiley Dean
2105 10th Avenue
Haleyville, AL 35565

or to such other persons or addresses as Purchaser shall have notified Seller by registered or certified mail, as aforesaid.

XVI. BINDING PROVISIONS

This Agreement shall inure to the benefit of and shall be enforceable by and against the heirs, executors, administrators, successors and assigns of the respective parties hereto.

XVII. MERGER PROVISIONS

This Agreement contains the entire agreement between the parties hereto and that this Agreement may be amended only in writing if signed by all parties.

XVIII. ATTORNEY FEES

Each party shall be responsible for its own legal and accounting fees and costs or other professional fees incurred in the negotiation, execution and/or consummation of this Agreement except that if it is necessary for the parties to enforce any of the provisions of this Agreement, the prevailing party in any action in addition to the relief granted shall be entitled to recover reasonable legal accounting or other professional fees and costs.

XIX. SALES & USE TAXES

Purchaser shall pay, if required by state law, any and all sales, use or excise taxes due as a result of the sale of the assets transferred herein.

IN WITNESS WHEREOF, the parties hereto have each executed this Agreement as of the date and year first above written.

SELLER:

THOMLEY BROADCASTING COMPANY, INC.

BY: _____

ITS: _____

ATTEST:

BY: _____

ITS: _____

PURCHASER

DEAN BROADCASTING, INC.

BY: _____

ITS: _____

ATTEST:

BY: _____

ITS: _____

Exhibit "A"

WLDX Inventory included in sale

Front office and hallway

2 light green 3 drawer filing cabinets
1 dark green 27 drawer storage cabinet
1 black 3 drawer filing cabinet
2 light gray 3 drawer filing cabinets
1 almond 2 drawer filing cabinet
1 wooden desk with extension
1 computer desk
1 gray office chair
1 Cannon AP-160 memory typewriter
1 Uniden Bearcat scanner
3 wooden arm chairs
1 wooden two drawer table
1 wooden storage table
Super Log software, Nov. 1994, \$3,000
HP deskjet 990cxi printer, Jan., 2003, \$350.00
Compaq Presario S4020WM computer, Compaq 7500 monitor, keyboard, speakers 2004, \$600.00
Acer computer P-1V 2.4GHZ, \$1,495, Jan. 2003
Two port link, Jan. '03, \$99.00
HP psc 1210yi, print/scan/copy, 2004, \$70.00
Gateway 2000 P5-166 computer, Gateway 2000 crystal scan monitor, Gateway 2000 keyboard, speakers, 1998, \$3,000

Station fixtures, equipment, vehicles

1 12' X 20' utility house
2 treated wooden steps
1 wheel barrow
1 1996 Ford Aerostar van
1 218 foot guyed broadcast antenna
1 60 foot guyed antenna, steel, mounted to building
1 antenna tuning unit
1 base insulator
1 Helix cable
1 antenna ground system, 1990, \$12,000
1 Channel Master satellite dish

Other

Northern Telcom telephone system, Jan. 2000, \$2038.00

Arrakis DigiLink, DL3/DL4, Feb. 1997, \$12,700
Arrakis Systems, hard drive upgrade/repair, March, 2002, \$3,323.75
650 APC surge protector, July '02, \$193.32
4 surge protectors from Newark Electronics, May, '02, \$162.72
Natural Music Scheduler software, Oct. 97, \$595.00
Power Link for Management to DigiLink, March '97, \$700.00

Back Room Storage/Supply

1 G.E. heat/cool unit
1 Trane heat/cool unit
1 Carrier heat pump
1 Halsey Taylor water fountain

Transmitter Room

Heavy Duty surge protector for RFC1B/RFC1RAK, Nov. '04, \$109.00
Relay Panel, Nov. '04, \$319.00
Remote Facility Controller Dial Up, Nov. '04, \$938.00
1 Harris MW1 transmitter, July '86, \$20,000
1 power reduction kit
1 Belar modulation monitor, BELAMM3A, March '02, \$1, 864.00
1 Gates antenna current meter
1 Orban Optimod-AM Model 900 A (not in use)
1 Orban Optimod-AM, Model 9100B, 1996,, \$4, 175.00
1 steel equipment rack
Two window air conditioners
MW1-1A Modification Kit, March 97, \$423.18

Control Room

Sage EAS unit, SN#D08012, Jan. '97, \$1,945.00
NWS Weather Monitor, Feb. 97, \$106.98
2 monitor speakers
1 steel equipment rack
1 Marti receiver
1 Scientific Atlanta decoder
1 Scientific Atlanta down converter
1 Ampro 10 Channel control board, Model 10DSB
1 Audi Cord play/record cart machine with timer, Model DL-RM-5, SN#DL0105945298, Jan. 94, \$2,500.00
1 Audio Metrics timer, Model TMR-3
1 Audi Cord playback cart machine Model DLPM, SN#DL0517934717

1 Technics turntable, Model SP-15
1 revolving cart holder
1 CD cabinet 4'X 5'
1 cart cabinet 2' X4'
1 office chair
1 wooden album cabinet 4 1/2'X 19" X 4'
1 wooden album case 7' X 19" X 3'
1 Electrolux microphone
1 mike boom
1 Sony mini disc MDSJE320-
Sony DVD Mp3, SN#8904456, June 2000, \$248.00
Audio Lab eraser, August 01, \$176.60
Sony 5 disc CD player CDP-C3602

Production Studio

1 BE 250 Series control board 8 channel
2 speakers
Couch
Two end tables
1 Canon typewriter
1 typing table
1 wooden cassette wall case
1 JVC disc player
1 Fidelepac eraser
1 ITC cart Machine
1 Electrolux microphone
1 mike boom
2 Tristech audio Technologies level converters
1 Gentner hybrid coupler
1 Audio Metrics preamplifier
1 Stanton Model 310 preamplifier

Equipment Supply Room

Ora Electronics Linejack II and pin cable, '94, \$221.22
Cell Jack interface, '95, \$239.00
1 Marti RPT series
1 Marti 4' portable antenna
1 tripod stand for antenna w/black tote case
1 Shure M267 Series mixer
1 portable cellular antenna
2 Seinheiser HMD 224 headsets
2 wooden folding chairs
WLDX signs
Numerous lines, jacks, microphones, connectors, etc.

Employee Lounge

Coca Cola machine

Water cooler/dispenser

1 Sears Coldspot refrigerator

1 6 ft. metal storage cabinet

2 metal filing cabinets, two drawer, almond

1 wooden table/desk

GE microwave

Music Room

8 storage cabinet wall unit

1 work table with 2 storage closets

1 storage cabinet with glass doors

1 wooden office desk

1 desk chair

Office adjacent to front office

1 Sanyo T.V., June '96, \$170.00

1 Copystar copier

1 paper cutter

1 12 ft. steel folding table

1 4 shelf bookcase

1 black leather armchair

1 brown leather chair

Panasonic lazer fax machine, Model KXFL501, 2003, \$500.00

1 wooden desk

1 black filing cabinet, two drawer

Administrative Office

1 black filing cabinet

1 brown leather chairs

1 wooden desk

1 DYN stereo system w/2 speakers

1 Smith Corona word processor

1 green swivel arm chair

Exhibit “B”

Items not included in sale

2003 Toyota Avalon

1988 GMC truck

EXHIBIT "C"

Prepared By: Edward R. Jackson
TWEEDY JACKSON & BEECH
P.O. Box 748, Jasper, Alabama 35502

Prepared without benefit of a title examination.

STATE OF ALABAMA

WALKER COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Sis Sound of Fayette, Inc., an Alabama Corporation, for and in consideration of the sum of Ten & No/100 (\$10.00) Dollars and other good and valuable considerations to them in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell and convey to Thomley Broadcasting Co., Inc., a corporation, its successors and assigns, the following described real estate, to-wit:

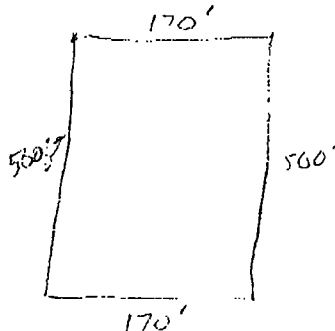
W1/2 of SE1/4 of SW1/4 of SW1/4, Section 5 Township 16 South, Range 12 West, LESS AND EXCEPT a lot in the Southeast corner 270 feet wide East and West by 160 feet deep North and South, situated, lying and being within the City of Fayette, Fayette County, Alabama.
Mineral and mining rights and privileges excepted.

ALSO: Beginning at the Northwest corner of the E1/2 of the SE1/4 of SW1/4 of SW 1/4, Section 5, Township 16 South, Range 12 West, and thence run South along the West line of said five acre tract for a distance of 500 feet; thence run East and parallel to the North line of said 5 acre tract for a distance of 170 feet; thence run North and parallel to the West line of said five acre tract, for a distance of 500 feet to the North line thereof; thence run West along the North line of said five acre tract for a distance of 170 feet to the point of beginning. Situated, lying and being within the City of Fayette, Fayette County, Alabama. Minerals and mining rights and privileges excepted.

Lot Number Thirteen (13), according to the Wages Subdivision of the City of Fayette, Alabama, as shown by the map or plat of said subdivision which is of record and on file in the Office of the Judge of Probate of Fayette County, Alabama, in Map Book Volume 1 at Page 176, reference to the record of said map or plat of said subdivision being hereby made in aid of and as a part of this description.

Twelve and One-Half Feet (12-1/2') of vacated alley North of Lot Number Thirteen (13) as contained in declaration of vacation of portion of an alley as recorded in instrument recorded in Deed Book 160, Page 352 in the Office of Judge of Probate of Fayette County, Alabama.

TO HAVE AND TO HOLD to the said Thomley Broadcasting Co., Inc., a corporation, its successors and assigns, forever in fee simple. And Sis Sound of Fayette, Inc.,



doth hereby covenant with the said Thomley Broadcasting Co., Inc., a corporation, its successors and assigns, that at the time of the encasing of these presents, they were seized and possessed of a good and indefeasible title to the aforegranted premises, and doth warrant and will forever defend the same against the claim of all and every person or persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the ____ day of _____, 1996.

ATTEST:

SIS SOUND OF FAYETTE, INC.

By: _____

Its: _____

STATE OF ALABAMA

COUNTY OF WALKER

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that _____, whose name is signed as _____ of _____, to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing instrument, he, as such Officer and with full authority, executed the same voluntarily on the day same bears date for said _____.

Given under my hand and official seal, on this the ____ day of _____, 1996.

NOTARY PUBLIC STATE AT LARGE