


herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 11.10.

10.11. Neither party shall publish any press release, make any other public announcement or otherwise communicate with any news media concerning this Agreement or the transactions contemplated hereby or thereby without the prior written consent of the other party; provided, however, that nothing contained herein shall prevent either party from promptly making all filings with governmental authorities as may, in its judgment be required or advisable in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

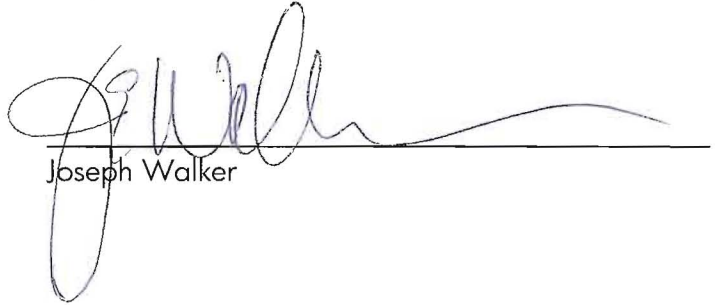
10.12. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Asset Purchase Agreement as of the day and year first above written.

A handwritten signature in blue ink, appearing to be 'T. Uhrh', written over a horizontal line.

Troy Uhrh

A handwritten signature in blue ink, appearing to be 'J. Walker', written over a horizontal line.

Joseph Walker

SCHEDULE 2.2  
EXCLUDED ASSETS

None

SCHEDULE 3.4  
FCC LICENSES

KQZQ FM – Kiowa, KS ID # 164275

SCHEDULE 3.5  
REAL PROPERTY  
(Owned or Leased)

Leased: (Studio Lease)

SCHEDULE 3.6  
Tangible Personal Property  
(Equipment List) (Exclude FM Tower)

Equipment list Harris

## SCHEDULE 3.7

## ASSUMED CONTRACTS

Tower Lease: Rapid Communications, Inc.  
Electric: City of Kiowa

SCHEDULE 3.8  
REQUIRED CONSENTS

Federal Communications Commission