

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of January, 2005, by and among QUEEN OF PEACE RADIO, INC. (the "Seller") and WILLIAMS COMMUNICATIONS, INC. (the "Buyer").

RECITALS:

WHEREAS, Seller is the licensee of WMCJ Cullman, Alabama (the "Station");
and

WHEREAS, Seller has agreed to sell the assets of the Station to Buyer, and Buyer has agreed to purchase such assets on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between Seller and Buyer that:

1. Application to Commission. The parties shall cooperate in the prompt preparation and filing, within ten (10) business days from the date of execution of this Agreement, of an application with the Federal Communications Commission (the "Commission"), requesting its consent to the assignment of the licenses and authorizations for the Station to Buyer. Buyer and Seller shall split the payment of the Commission filing fee for such application. The parties shall cooperate in the diligent submission of any additional information requested by the Commission with respect to such application, and will take all steps that are necessary and proper to the expeditious prosecution of such application to a favorable conclusion.

2. Assets to be Transferred. On the Closing Date, as defined in Section 11 hereof, Seller will assign, transfer, sell, convey and deliver to Buyer:

- a. All of the licenses and other authorizations (including call signs) issued by the Commission for the operation of the Station;
- b. All of the transmission and studio equipment used in the operation of the Station (the "Tangible Personal Property");
- c. All of the real property interests used in the operation of the Station (the "Real Property"); and
- d. All of the accounts held by Seller as of the Closing Date (as defined below) for advertising and programming aired on the Station prior to the Closing Date.

Notwithstanding the foregoing, the assets to be transferred by Seller to Buyer do not include: (a) Seller's cash and cash equivalents; (b) any employment agreements or any pension, profit-sharing or cash or deferred compensation (Section 401k) plans or trusts or any

other employee benefit plan or arrangement and the assets thereof, if any; or (c) any insurance contracts, accounts payable or notes payable.

The foregoing licenses, authorizations, Tangible Personal Property, Real Property, accounts receivable and any other property to be transferred ("Purchased Assets"), are to be assigned, transferred and conveyed to Buyer, by good and sufficient bills of sale, assignments, and/or other documents of transfer (the "Closing Documents"), satisfactory in form and substance to Buyer and its counsel. The Purchased Assets will be conveyed to Buyer free and clear of any claims, liabilities, mortgages, deeds of trust, assignments, liens, pledges, conditions, charges or encumbrances of any nature whatsoever, except for liens for taxes not yet due and payable as of the Closing Date.

3. Purchase Price. The purchase price ("Purchase Price") to be paid by Buyer for the Purchased Assets shall be Seventy Five Thousand Dollars (\$75,000), disbursed in accordance with Schedule 3 attached hereto. All prepaid items and all expenses arising from the operation of the Station shall be prorated between Seller and Buyer as of 12:01 a.m. on the Closing Date in accordance with generally accepted accounting principles, except that to the extent an item is not known as of the Closing Date, the parties will either estimate the item or defer proration of such item until it is known.

4. Representations and Warranties of Seller. Seller hereby represents and warrants that:

a. Seller is and as of the Closing Date will be a corporation duly qualified to transact business in Alabama. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms. Seller has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

b. Subject to obtaining the approval of the Commission, the execution, delivery and performance of this Agreement by Seller (i) do not and will not require the consent of any third party; and (ii) do not and will not conflict with, result in a breach of, or constitute a default under any agreement, instrument, license or permit to which Seller is a party or by which Seller may be bound, or under any law, judgment, order, decree, rule, regulation or ruling of any court or governmental instrumentality, which is applicable to Seller.

c. Seller is and on the Closing Date will be the holder of the Commission authorizations and licenses for the Station as authorized under the Communications Act of 1934, as amended, and such authorizations and licenses are in full force and effect. Seller's ownership and operation of the Station are in compliance with the Communications Act of 1934, as amended, the Commission's rules and regulations and all other applicable laws and regulations. Seller does not otherwise know of any reason which would disqualify it under the Communications Act of 1934, as amended, from owning or operating the Station, or which would cause the Commission to deny its consent to the assignment of the authorizations and licenses of the Station to the Buyer.

d. Seller owns and has good title to the Tangible Personal Property, the Real Property, and all of the other Purchased Assets. All items of transmitting and studio

equipment included in the Purchased Assets will permit the Station to operate in accordance with the terms of the licenses and authorizations issued by the Commission, all applicable Commission rules and regulations and with all other applicable laws, rules and regulations.

e. Except for any rulemaking proceedings generally affecting the radio broadcasting industry, there are no claims, legal actions, suits, or governmental investigations in progress or pending, or to Seller's knowledge, threatened with respect to Seller's ownership or operation of the Station or otherwise relating to the Purchased Assets.

f. Seller has not engaged a broker in connection with this transaction.

5. Representations and Warranties of Buyer. Buyer represents and warrants that:

a. Buyer is and as of the Closing Date will be a corporation duly qualified to transact business in Alabama.

b. Buyer has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable in accordance with its terms.

c. Buyer has not engaged a broker in connection with this transaction.

6. Expenses. Subject to Section 1 hereof, the expenses involved in the preparation and consummation of this Agreement shall be borne by the party incurring such expenses.

7. Assumption of Liabilities and Obligations. As of the Closing Date, Buyer shall pay, discharge and perform all obligations and liabilities arising out of events occurring on or after the Closing Date related to Buyer's ownership of the Purchased Assets or its conduct of the business or operations of the Station on or after the Closing Date. All other obligations and liabilities of Seller, including any that relate to Seller's ownership or operation of the Station or the Purchased Assets prior to the Closing Date, and those relating to contractual obligations of Seller relating to the Station or the Purchased Assets shall remain and be the obligations and liabilities solely of Seller. Seller and Buyer expressly agree to indemnify, defend, and hold harmless each other from and against any and all claims, costs, or expenses, including, without limitation, reasonable attorneys' fees incurred by or assessed against the other resulting from the breach of this Agreement.

8. Conditions Precedent of Seller. All obligations of Seller under this Agreement are subject to the fulfillment, prior to or at the Closing Date, of each of the following conditions:

a. The Commission shall have granted its approval of the assignment of the Station's licenses and authorizations to Buyer.

b. Buyer shall have paid the Purchase Price.

c. Buyer shall have executed and delivered to Seller the Closing Documents.

9. Conditions Precedent of Buyer. All obligations of Buyer under this Agreement are subject to the fulfillment, prior to or at the Closing Date, of each of the following conditions:

a. The Commission shall have granted its approval of the assignment of the Station's licenses and authorizations to Buyer without any conditions materially adverse to Buyer.

b. There shall not have been a material adverse change in the condition, quality or value of the Purchased Assets or the Station. Seller shall have executed and delivered to Buyer the Closing Documents.

c. All representations and warranties of Seller made herein shall be true and correct as of the Closing Date, and Seller shall have delivered to Buyer a certificate executed by Seller to such effect.

e. As of the Closing Date, Seller shall have complied with all covenants and conditions of this Agreement, and Seller shall have delivered to Buyer a certificate executed by Seller to such effect.

10. Termination.

a. If the conditions to Closing set forth in Sections 8 and 9 of this Agreement shall not have been satisfied within a period of twelve (12) months from the date of this Agreement, either Seller or Buyer may thereafter terminate this Agreement by giving written notice to the other; provided, however, that the party desiring to terminate shall not then be in material breach of this Agreement and have been notified in writing of such breach by the other party hereto.

b. If, prior to the Closing Date, any damage or destruction of any of the Purchased Assets materially impairs the value of the Station or prevents signal transmission by the Station in accordance with the licenses and authorizations issued by the Commission, either Seller or Buyer may terminate this Agreement; provided, however, that the party desiring to terminate shall not then be in material breach of this Agreement and have been then notified in writing of such breach by the other party thereof and such party shall not have caused such damage or destruction. Neither Seller nor Buyer shall have recourse against the other if termination occurs as a result of the impairment or transmission problems described in this Section which are not the fault of either party.

c. If either Buyer or Seller shall be in material breach of this Agreement, and such breach shall not have been cured after ten (10) days' written notice, the other party, if not then in material breach and having received written notice thereof, may terminate this Agreement. In the event of a material breach of this Agreement by Seller, Buyer alternatively shall have a right of specific performance of this Agreement (plus recovery of reasonable attorneys' fees), as Buyer and Seller agree the Purchased Assets are unique assets.

11. Closing. The Closing Date, as used throughout this Agreement, means the date on which the consummation of the transaction contemplated hereby occurs. The Closing Date shall be within ten (10) days following the order of the Commission approving the assignment of the licenses of the Station to Buyer, subject to the satisfaction of any other conditions precedent set forth above.

12. Control of the Station. Prior to the Closing Date, Buyer shall not, directly or indirectly, control, supervise or direct, the operations of the Station; such operations (including supervision of programming, personnel and finances) shall be the sole responsibility of Seller until this Agreement is consummated.

13. Survival. The representations and warranties of Buyer and Seller set forth herein shall survive the Closing Date.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

15. Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama, without regard to the conflict of laws provisions thereof.

16. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the respective parties hereto.

17. Cooperation. Seller and Buyer shall each cooperate, take such actions and execute and deliver such documents as may be reasonably requested by either party in order to carry out the provisions and purposes of this Agreement.

18. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly delivered on the date of personal delivery or the date of receipt if sent by registered or certified mail, postage prepaid and return receipt requested, and shall be deemed to have been received on the date of personal delivery or on the date set forth on the return receipt, to the following addresses or to such other address as any party may request, in the case of Seller, by notifying Buyer, and in the case of Buyer, by notifying Seller:

To Buyer: WILLIAMS COMMUNICATIONS, INC.
801 Noble Street
8th Floor, Suite 30
Anniston, AL 36201
Attention: Walt Williams

To Seller: QUEEN OF PEACE RADIO, INC.
P.O. Box 51585
Jacksonville Beach, FL 32240
Attn: Chris Williams

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

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

SELLER:

QUEEN OF PEACE RADIO, INC.

BY:  J.C. Williams
Its: President

BUYER:

WILLIAMS COMMUNICATIONS, INC.

BY: 
Walton E. Williams, Jr., President