

Form 314
Section II(3)

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Secretary/General Counsel
October 14, 2004

EXHIBIT 4

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of August 4, 2004 by and between KRBE Limited Partnership, a Texas limited partnership and KRBE Lico, Inc., a Nevada corporation (collectively "Sellers"), and Dynamic Broadcasting, LLC, Inc. a limited liability company ("Buyer").

W I T N E S S E T H:

WHEREAS, KRBE Lico, Inc. is the licensee of AM Radio Station KGVN (FCC Facility No. 21598), Greenville, Texas ("Station"); and

WHEREAS, Sellers desire to sell, assign, transfer and deliver, and Buyer desires to purchase, certain assets used or useful in the operation of the Station under the terms and subject to the conditions set forth in this Agreement;

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

ARTICLE 1

DEFINITIONS

Unless otherwise stated in this Agreement, the following terms used herein shall have the following meanings:

1.1 Transfer of Assets. Upon the terms and subject to the conditions contained herein, on the Closing Date (as defined in Article 8), Sellers shall transfer to Buyer, by instruments of transfer and conveyance reasonably acceptable to counsel for

Buyer and counsel for Sellers, and Buyer shall purchase from Sellers, to the extent permitted by law, all of Sellers' right, title and interest in the Assets (as defined in the next sentence), free and clear of any and all liens, encumbrances, claims, charges or other liabilities, subject, however to the Communications Act of 1934, as amended (the "Act") as well as all applicable Federal Communications Commission ("FCC") rules and regulations. The term "Assets" shall mean all of the following property of Sellers used or useful to the business or operation of the Station:

(a) Licenses. The right to hold and utilize all of the licenses, permits and authorizations issued by the Federal Communications Commission ("FCC") listed in Schedule 1.1(a), together with all other licenses, permits or authorizations necessary for the operation of the Station, now or hereafter acquired ("Licenses").

(b) Included Equipment. All of the Station's transmitter and studio equipment, as well as the transmitting and receiving equipment for auxiliary licenses, the radio broadcast antenna and those items of equipment related thereto as are located on or about the Station's studio or transmitter building, as described in Schedule 1.1(b) ("Included Equipment").

(c) Other Tangible Personal Property. All items of tangible personal property owned by Sellers, other than the

Included Equipment, as described in Schedule 1.1(c) ("Other Tangible Personal Property").

(d) Contracts. All contracts, contract rights, agreements, leases of real and personal property, commitments and understandings described in Schedule 1.1(d) ("Contracts").

(e) Intangibles. All copyrights, patents, trademarks, trade names, licenses, processes, trade secrets, permits, slogans, logos and other similar intangible property rights and interests, including, but not limited to, those intangibles listed and described in Schedule 1.1(e), as well as good will ("Intangibles").

(f) Real Property. Real Property shall be the parcel of land and building as described on Schedule 1.1(f).

(g) Files and Logs. All files, records and logs of Sellers relating to the business and operation of the Station reasonably required in order to work and operate the Station, including Sellers' copies of all Contracts, Sellers' copies or originals of the Licenses and Intangibles and all documents of title relating to the Assets, but not including documents required to be maintained in Sellers' corporate record books.

(h) Call Letters. The call letters for the Station.

The Assets do not include any of the following ("Excluded Assets"):

(i) All cash and cash equivalents, accounts receivable and cash items of Sellers on hand and in banks;

(ii) Any and all claims made by Sellers with respect to transactions before the Closing Date;

(iii) Any internal corporate books or records with respect to the operation of Sellers (as opposed to the operation of the Station).

1.2 Limited Assumption of Liabilities. At the Closing (as defined in Article 8), Buyer shall assume and undertake, pursuant to an instrument of assumption reasonably acceptable to counsel for Buyer and counsel for Sellers, to pay, satisfy or discharge all remaining unfulfilled obligations arising from the operation of the Station under the Contracts set forth on Schedule 1.1(d) ("Obligations"); provided, however, that Buyer will assume no Obligations under the Contracts to the extent those Obligations become due and payable or are accrued before the Closing Date.

1.3 No Other Liabilities Assumed. Except as expressly provided in Section 1.2, Buyer shall not and does not assume any liability for any claims, debts, defaults, duties, obligations or liabilities of Sellers of any kind or nature, whether known or unknown, contingent or fixed, all of which, to the extent that they exist from and after the Closing, shall be retained by Sellers. Buyer shall not be required to defend any suit or claim arising out of any act or omission of Sellers occurring before the Closing Date or out of any condition created by Sellers and existing before the Closing Date, in connection with Sellers' ownership of the Station, and Sellers shall satisfy in due course

all liabilities not assumed by Buyer and shall indemnify and hold Buyer harmless pursuant to the provisions of Section 11.3. Buyer shall satisfy in due course all liabilities arising out of its operations under the Local Marketing Agreement between the parties and shall indemnify and hold Sellers harmless pursuant to the provisions of Section 11.4.

ARTICLE 2

PURCHASE PRICE

2.1 Purchase Price and Time of Payment. The total purchase price for the Assets, which shall be payable at Closing by wire transfer or other immediately available funds, shall be Five Hundred Thousand Dollars (\$500,000) of which Three Hundred Fifty Thousand Dollars (\$350,000) shall be in consideration of the Station and its assets (except the Real Property) and One Hundred Fifty Thousand Dollars (\$150,000) shall be in consideration of the Real Property.

The net amount of those adjustments to be made pursuant to Section 2.2 hereof shall be added to or subtracted from the sum to be paid to Sellers on the Closing Date to the extent that net amount is determinable on the Closing Date to the satisfaction of both parties.

2.2 Payment and Proration of Certain Items; Adjustments. The following items shall be paid at the Closing in the manner provided for below:

(a) All costs, expenses and fees to release and discharge any liens on the Assets shall be paid by Sellers.

(b) Except as otherwise provided in of this Agreement or in the Time Brokerage Agreement between the parties, all prepaid and deferred income, expenses and costs pertaining to the conduct and operation of the Station, shall be prorated as of the Closing Date.

2.3 Allocation of Purchase Price. Not later than sixty (60) days following Closing, Buyer shall deliver to Sellers an allocation of the Purchase Price provided that the parties agree that One Hundred Fifty Thousand Dollars (\$150,000) shall be allocated to the Real Property. Said appraisal shall be subject to Sellers' approval which shall not be unreasonably withheld. Buyer and Sellers shall use such allocation for all reporting purposes in connection with federal, state and local income and, to the extent permitted under applicable law, franchise taxes. Buyer and Sellers agree to report such allocations to the Internal Revenue Service in the form required by the Internal Revenue Service.

ARTICLE 3

SELLERS' REPRESENTATIONS AND WARRANTIES

Sellers hereby represents and warrants to Buyer as follows:

3.1 Organization and Standing. KRBE Co. is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas and KRBE Lico, Inc. is a coporation

duly organized, validly existing and in good standing under the laws of the State of Nevada and both Sellers have full and complete authority to enter into and perform this Agreement. Sellers have the authority to own or lease their properties and to carry on their businesses as they are now being conducted and as it will be conducted until the Closing.

3.2 Authorization and Binding Effect of Agreements. The execution and delivery of, and the performance of its obligations under this Agreement and each of the other agreements by Sellers, and the consummation by Sellers of the transactions contemplated hereby and thereby, shall have been duly authorized and approved on or before the Closing Date by all necessary action on the part of Sellers. Sellers have the corporate power and corporate authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions hereby contemplated. This Agreement constitutes (and each of the other documents purporting to be executed by Sellers, when so executed and delivered, will constitute) legal and valid obligations of Sellers enforceable against them in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights or remedies generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

3.3 Absence of Conflicts. Except as set forth on Schedule 3.3 or Schedule 3.9, the execution and delivery of, and the performance of its obligations under, this Agreement and each of the other agreements by Sellers and the consummation by Sellers of the transactions contemplated hereby and thereby:

(a) do not violate in any material respect, (with or without the giving of notice or the passage of time or both) violate or result in the creation of any lien on any of the Assets under, any provision of law, rule or regulation or any order, judgment, injunction, decree or ruling applicable to Sellers;

(b) do not conflict with or result in a breach or termination of, or constitute a default or give rise to a right of termination or acceleration under the corporate charter or bylaws of Sellers or pursuant to any contract or result in the creation of any lien upon any of the Assets.

3.4 Governmental Consents and Consents of Third Parties. Except for the required consent of the FCC and as set forth on Schedule 3.3, the execution and delivery of, and the performance of its obligations under, this Agreement and each of the other agreements by Sellers, and the consummation by Sellers of the transactions contemplated hereby and thereby, do not require the consent, waiver, approval, permit, license, clearance or authorization of, or any declaration or filing with, any court or public agency or other authority, or the consent of any person

under any agreement, arrangement or commitment of any nature to which Sellers is a party or bound by or which the Assets are bound by or subject to, the failure of which to obtain would have a material adverse effect on the operation of the Station.

3.5 Tangible Personal Property. Except as set forth on Schedule 3.5;

(a) Sellers have good and valid title to all of the Assets free and clear of all liens.

(b) The Equipment and Other Tangible Personal Property are being conveyed "as is".

(c) Sellers have no knowledge of any defect in the condition or operation of any item of the Assets which is reasonably likely to have a material adverse effect on the operation of the Station.

3.6 FCC Licenses. KRBE Lico, Inc. is the holder of the Licenses. The Licenses (i) are valid, in good standing and in full force and effect and constitute all of the licenses, permits and authorizations required by the Act and the rules and regulations thereunder or by the FCC for or used in the operation of the Station as now operated, and (ii) constitute all the licenses and authorizations issued by the FCC to KRBE Lico, Inc. for or in connection with the current operation of the Station. KRBE Lico, Inc. has no knowledge of any condition imposed by the FCC as part of any License which is neither set forth on the face thereof as issued by the FCC nor contained in the rules and

regulations of the FCC applicable generally to station of the type, nature, class or location of the Station. To the best of KRBE Lico, Inc.'s knowledge after due inquiry, (a) the Station are being operated in accordance with the terms and conditions of the Licenses applicable to them and in accordance with the rules and regulations of the FCC and the Act and are not in material violation of any provisions thereof; (b) KRBE Lico, Inc. has complied in all material respects with all requirements to file reports, applications and other documents with the FCC with respect to the Station, and all such reports, applications and documents are complete and correct in all material respects, and (c) except as disclosed on Schedule 3.6, no proceedings are pending or threatened with respect to the Station or the Licenses (i) which may result in the revocation, modification, or the refusal to renew any of the Licenses or any pending applications, the issuance of any cease and desist order or imposition of any fines or forfeitures or other administrative sanctions of the FCC. Complete and accurate copies of all FCC Licenses have been delivered to Sellers by Buyer.

3.7 Contracts.

(a) With respect to the Contracts, Schedule 1.1(d) sets forth accurate and complete list of all Contracts in effect as of the date hereof, including all amendments, modifications and supplements thereto have been delivered to Buyer.

(b) To the best of Sellers' Knowledge, (i) each Contract is legal, valid and enforceable against Sellers in accordance with its terms; (ii) Sellers are not in material breach of or in material default under any Contract; and (iii) there has not occurred any event which, after the giving of notice or the lapse of time or both, would constitute a material default under or result in the material breach of any Contract.

3.8 Intangibles. Schedule 3.8 contains a complete description of the Intellectual Property that is being transferred and is accurate and complete in all material respects. Except as disclosed in Schedule 3.8,

(a) Sellers own, free and clear of conflicting claims or restricts, all right and interest in, and right and authority to use in the operation of the Station as presently conducted, all of the Intellectual Property, if any, which is material to the operation of the Station.

3.9 Litigation.

(a) Except as described on Schedule 3.9, (i) there are no claims, investigations or administrative, arbitration or other proceedings pending or, to the knowledge of Sellers, threatened against Sellers which would, individually or in the aggregate if adversely determined, have a material adverse effect or which would give any third party the right to enjoin the transactions contemplated by this Agreement, (ii) to the knowledge of Sellers, there is no basis for any such claim, investigation, action, suit

or proceeding which would, individually or in the aggregate if adversely determined, have a material adverse effect on the financial condition or operation of the Station; and (iii) there are no existing or, to the knowledge of Sellers, pending orders, judgments or decrees of any court or governmental agency which would have a material adverse affect on the Station or any of its material Assets.

(b) Environmental Compliance. The term "Environmental Laws" shall mean any federal, state or local laws, statutes, ordinances, regulations or policies relating to the environment, health and safety, or any Hazardous Materials (including without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof). The term "Hazardous Material" means the existence in any form of (i) polychlorinated biphenyls; (ii) asbestos or asbestos containing materials; (iii) urea formaldehyde foam insulation; (iv) oil, gasoline or other petroleum products (other than vehicles operated in the ordinary course of business); (v) pesticides and herbicides; (vi) any other chemical, material or substance to which exposure is prohibited, limited or regulated by any Environmental Laws and any federal, state, county, regional or local authority. Sellers are not a party to any litigation or administrative proceeding, nor, to Sellers' knowledge, is any litigation or administrative proceeding threatened against Sellers with respect to the Station which in either case asserts or alleges that (i) Sellers have

violated Environmental Laws or the rules and regulations of the Occupational Safety and Health Administration, (ii) Sellers are required to clean up or to take remedial or other responsive action due to the disposal, discharge or other release of any Hazardous Materials, or (iii) Sellers are required to contribute to the cost of any past, present or future clean up or remedial or other responsive action which arises out of or is related to the disposal, discharge or other release or alleged release of any Hazardous Materials by Sellers. To Sellers' knowledge, Sellers are not in violation of any Environmental Laws where such violation would have a material adverse effect on the Assets or the transactions contemplated by this Agreement.

(c) Compliance with Law. To the best of Sellers' knowledge, the operation of the Station materially complies with the applicable rules and regulations of the FCC and all federal, state, local or other laws, statutes, ordinance, regulations, and any applicable order, writ, injunction or decree of any court, commission, board, agency or other instrumentality that affect Sellers or the operation of the Station.

3.10 Absence of Certain Changes or Events. Except as disclosed in one or more of the Schedules hereto, Sellers have not since the effective date of the Time Brokerage Agreement:

(a) Entered into any transaction, contract or commitment with respect to the Station other than in the ordinary course of

business unless such transaction, contract or commitment is terminable at Closing without penalty to Buyer;

(b) Mortgaged, pledged or subjected to a lien any of the Assets;

(c) Sold or transferred any Assets or properties relating to the Station or entered into any material agreement or arrangements to sell or purchase any such assets or properties, other than in the ordinary course of business;

(d) Made any amendment or termination (prior to a stated termination date) of any agreement material to the operation of the Station, other than in the ordinary course of business.

3.11 Compliance with Law. To the best of Sellers' knowledge and except as set forth on Schedule 3.6, the operation of the Station complies with the applicable rules and regulations of the FCC and all federal, state, local or other laws, statutes, ordinance, regulations, and any applicable order, writ, injunction or decree of any court, commission, board, agency or other instrumentality.

3.12 Tax Returns and Payments. Sellers have filed with the appropriate federal, state, local, foreign and other governmental agencies all tax returns and reports with respect to the Station required to be filed by it, if any, and timely paid all taxes, if any, shown due thereon, other than for taxes contested in good faith by appropriate proceedings. Sellers have withheld any tax required to be withheld under applicable law and regulations with

respect to the Station, and such withholdings have been paid to the proper governmental agency or adequate provisions therefor have been made by Sellers.

3.13 Broker's or Finder's Fees. No agent, broker, investment banker or other person or firm acting on behalf of or under the authority of Sellers or any affiliate of Sellers or any affiliate of Sellers are or will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly, in connection with the transactions contemplated by this Agreement.

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

3.15 No Material Omission. To the knowledge of Sellers, this Agreement and the Exhibits hereto do not contain any untrue statement of material fact or omit to state a material fact relating to the Assets or, Business or necessary to make the statements contained herein, in light of the circumstances under which they were made, not misleading. There are no facts known to Sellers which would have or reasonably be expected to have a material adverse effect on the Station which has not been set forth in this Agreement or any Schedule, Exhibit or certificate attached hereto which was prepared by Sellers or delivered by Sellers pursuant to this Agreement.

ARTICLE 4

BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer hereby represents and warrants to Sellers as follows:

4.1 Organization and Standing. Buyer is a limited liability company in good standing under the laws of the State of Texas and has full and complete authority to enter into and perform this Agreement.

4.2 Authorization and Binding Effect of Agreements. Buyer's execution and delivery of, and the performance of its obligations under, this Agreement and the consummation by Buyer of the transactions contemplated hereby and thereby, shall have been duly authorized and approved on or before the Closing Date. The Agreement constitutes valid and legally binding obligations of Buyer, enforceable against Buyer in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights or remedies generally, and subject, as to enforceability, to general principles of equity (regardless of whether such enforceability is sought in a proceeding in equity or at law).

4.3 Absence of Conflicts. Buyer's execution and delivery of, and the performance of their respective obligations under, this Agreement and each of the other agreements and the

consummation of Buyer of the transactions contemplated hereby and thereby:

(a) Do not (with or without the giving of notice or the passage of time or both) violate (or result in the creation of any claim, lien, charge or encumbrance on any of the assets or properties of Buyer under) any provision of law, rule or regulation or any order, judgment, injunction, decree or ruling applicable to Buyer in any manner which would have a material adverse effect on the assets, business, operation or financial condition or results of operations of Buyer, or on the ability of Buyer to fulfill its obligations under this Agreement and consummate the transactions contemplated by this Agreement;

(b) Do not (with or without the giving of notice or the passage of time or both) conflict with or result in a breach or termination of, or constitute a default or give rise to a right of termination or acceleration under, the corporate charter or by-laws of Buyer or any agreement, commitment or other instrument to which Buyer is a party or bound by or by which any of its assets or properties may be bound.

4.4 Government Consents and Consents of Third Parties.

Except for the required consent of the FCC, Buyer's execution and delivery of, and the performance of its obligations under this Agreement and each of the other agreements and the consummation by Buyer of the transactions contemplated hereby do not require the consent, waiver, approval, permit, license, clearance or

authorization of, or any declaration of filing with, any court or public agency or other authority, or the consent of any person under any agreement, arrangement or commitment of any nature to which Buyer is a party to or bound by.

4.5 Material Omission. To the knowledge of Buyer, this Agreement and the Exhibits hereto do not contain any untrue statement of material fact or omit to state a material fact. There are no facts known to Buyer which would have or reasonably be expected to have a material adverse effect on the Station which has not been set forth in this Agreement or any Schedule, Exhibit or certificate attached hereto which was prepared by Buyer or delivered by Buyer pursuant to this Agreement.

ARTICLE 5

COVENANTS

5.1 Sellers' Negative Covenants. Between the date hereof and the Closing Date, except as otherwise expressly required or contemplated by this Agreement or with Buyer's written consent, Sellers covenant that they will not:

(a) Take any action or permit to exist any condition that would cause any of Sellers' representations and warranties contained in this Agreement to be untrue in any material respect on the Closing Date;

(b) Enter into any agreement or undertaking affecting the Station that is not reasonably necessary to the conduct and

operation of the Station's business, the maintenance of the Assets or otherwise in the ordinary course of business;

(c) Cause or permit any act, or failure to act, which causes the Licenses to expire, be surrendered, adversely modified (except as set forth in Schedule 3.6) or otherwise terminated, or which causes the FCC to institute any proceedings for the suspension, revocation or adverse modification of any of the Licenses; fail to prosecute with due diligence any pending applications to the FCC; or take any other action that would result in the Station being in material noncompliance with the requirements of the Communications Act of 1934, as amended, or the rules, regulations and policies of the FCC;

(d) Abandon, sell or transfer any of the assets included in the Assets, unless those assets are either replaced with assets having equivalent value and utility or are no longer useful to the operation of the Station;

(e) Encumber or mortgage any property or assets included in the Assets, or permit any lien or encumbrance to attach to any of such property or assets;

(f) Default under any of the Contracts.

5.2 Sellers' Affirmative Covenants. Between the date of the execution of this Agreement and the Closing Date, Sellers covenant that they will:

(a) Take all reasonable actions at all times to maintain, preserve, protect and keep in good repair, working order and condition all the Assets;

(b) Timely file all reports pertaining to the Station that are required to be filed with the FCC;

(c) To the extent that any of the Contracts to be assumed by Buyer are not assignable by their terms without another party's consent, use their best efforts to obtain, without any change in the terms thereof, the consent of the other party to any such Contract to the assignment thereof to Buyer and in the event any such Contracts are not assignable, Seller shall make arrangements for Buyer to nevertheless enjoy after Closing the benefits of such Contracts;

(d) Pay all wages, salaries, commissions and other sums due their employees and agents at the Station through the Closing Date;

(e) Cause all liens, charges or encumbrances or any of the Assets to be satisfied, terminated and removed at Sellers' own cost and expense;

(f) (i) File all tax returns, estimates and reports with respect to the Station required to be filed by Sellers prior to the Closing Date or relating to periods prior to the Closing Date, unless valid extensions therefore shall have been obtained.

(ii) Pay all taxes shown thereon pertaining to the Sellers' ownership of the Assets of the Station prior to the Closing before the same shall be in default.

(g) Use their best efforts to maintain confidentiality as to the existence and nature of its negotiations with Buyer and the transactions contemplated by this Agreement, unless Buyer shall consent to a particular disclosure.

5.3 Buyer's Covenants. Between the date hereof and the Closing Date, Buyer covenants that it will:

(a) Not take any action or permit to exist any condition that would cause of any Buyer's representations and warranties contained in this Agreement to be untrue in any material respect on the Closing Date, except as otherwise expressly required or contemplated by this Agreement or with Sellers' written consent; and

(b) Use its best efforts to maintain confidentiality as to the existence and nature of its negotiations with Sellers and the transactions contemplated by this Agreement, unless Sellers shall consent to a particular disclosure.

5.4 Joint Covenants of Buyer and Sellers. Following the execution of this Agreement, Buyer and Sellers each covenant to the other:

(a) To proceed diligently to prepare and file with the FCC within five (5) business days after execution of this Agreement, their respective portions of the FCC applications and other

necessary instruments required to obtain the FCC's Consent and Final Order (as such terms are hereinafter defined), and thereafter, to cooperate with each other and use their best, diligent and good faith efforts to obtain the requisite FCC Consent and Final Order. Buyer and Sellers shall promptly answer FCC inquiries and vigorously oppose any protests petitions to deny, petitions for reconsideration or appeal of the FCC Consent that may be filed. Sellers shall cause the Station to broadcast such announcements as are required by the FCC concerning the filing of the FCC applications and any amendments thereto. The cost of publication of the required newspaper advertising concerning the filing of the FCC application and any amendments thereto shall be paid by Sellers. Buyer and Sellers shall each bear its own legal and other fees and expenses involved in the preparation of this Agreement and the preparation and prosecution of the FCC and other applications except for the FCC application filing fee which they shall pay in equal shares;

(b) If any event should occur, either within or without the knowledge or control of Buyer or Sellers, that would prevent fulfillment of the conditions upon the obligations of any party hereto to consummate the transactions contemplated by this Agreement, Buyer and Sellers shall use its or their good faith efforts to cure the same as expeditiously as possible; and

(c) If the FCC Consent or Final Order contains any materially adverse condition, the party upon which that condition

is imposed shall use its best, diligent and good faith efforts to remove the same or comply therewith before the Closing Date; provided that, as to any such condition that is or would be a condition to Sellers' continued operation of the Station, Sellers shall comply therewith or remove the same and shall bear all related costs without limitation unless caused by Buyer. The terms "FCC Consent" shall mean an Order issued by the FCC consenting to the acquisition by Buyer of the Station. The term "Final Order" shall mean FCC Consent which is not reversed, stayed, enjoined, set aside, annulled or suspended and with respect to which no timely filed request for administrative or judicial review, reconsideration or stay is pending, and as to which the time for filing any such request, or for the FCC to set aside the FCC Consent on its own motion, has expired.

5.5 Further Assistance. After the Closing of this Agreement, Buyer and Sellers shall take such actions and properly execute and deliver such further instruments as, in the reasonable opinion of counsel for Buyer or Sellers, as the case may be, may be necessary or desirable to assure, complete and evidence the transactions provided for in this Agreement.

ARTICLE 6

CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

Obligations of Buyer hereunder are subject to satisfaction, on or before the Closing Date, of each of the following conditions:

6.1 Representations and Warranties True. All representations and warranties of Sellers shall be true and correct in all material respects on and as of the Closing Date.

6.2 Covenants and Conditions Satisfied. All of the terms, covenants and conditions of this Agreement to be complied with, performed or satisfied by Sellers on or before the Closing Date shall have been complied with, performed or satisfied in all material respects.

6.3 Certificate. Buyer shall have received a Certificate dated as of the Closing Date, executed by the person executing this Agreement on behalf of Sellers, stating that (a) the representations and warranties of Sellers contained in this Agreement are true and complete in all material respects on and as of the Closing Date as though made on and as of the Closing Date, except for changes that are permitted by this Agreement and set forth in the Certificate; (b) between the date hereof and the Closing Date, Sellers have complied with or performed all covenants in all material respects contained in this Agreement required to be complied with or performed by Sellers; and (c) all conditions precedent to Buyer's obligations to close this Agreement have been fulfilled and satisfied.

6.4 FCC Final Order. The FCC Consent shall have been obtained and shall have become a Final Order, unless Buyer and Sellers mutually agree to close without waiting for the consent to become a Final Order.

6.5 Casualty.

(a) The Assets or properties shall not have been adversely affected in any material way by, or sustained any material loss, whether or not insured, as a result of, any fire, flood, hurricane, tornado, accident, earthquake, explosion, strike, labor disturbance, riot, act of God or the public enemy or other calamity or casualty, unless all such loss or damage resulting therefrom, in all material respects, shall have been fully cured, repaired or restored by Sellers before the Closing Date. Without limiting the generality of the foregoing, Buyer shall be deemed to be materially adversely affected if, as a result of such casualty, Buyer would be unable to operate the Station in the ordinary course of business on or after the Closing Date. In the event of such a casualty, Sellers may elect to delay the Closing for one (1) period of thirty (30) days after the date of that casualty, and if at the end of that period all conditions set forth in Section 6.1 through Section 6.8 are satisfied, Buyer shall be obligated to close; if not, this Agreement may be terminated by Buyer. Buyer shall not be permitted to terminate this Agreement if the casualty was caused by Buyer.

(b) If any such casualty losses occur to the Assets between the date hereof and the Closing Date that do not materially and adversely affect the operations of the Station, Sellers shall repair the damage at its own cost and expense and all insurance

proceeds and claims in connection therewith shall belong to Sellers.

(c) In the event of any material loss or damage to the Station Assets through no fault of Buyer, Sellers shall promptly, and in any event within ten (10) days, notify Buyer thereof and use its best efforts promptly to repair, replace or restore the lost or damaged property to its former condition: provided, that any replacement property need only be of the same kind and quality as the lost or damaged property. Notwithstanding any provision in this Section 6.5 to the contrary, in the event of any loss or casualty, Buyer may:

(i) elect to consummate the Closing in which event Seller shall assign to Buyer all of Sellers' rights under any applicable insurance policies covering the loss or damage and pay over to Buyer any proceeds under any such insurance policy theretofore received by Sellers with respect thereto along with the amount of any deductible or other difference between the expected insurance proceeds and the cost of the lost or damaged asset; or

(ii) elect to postpone the Closing Date, with the prior consent of the FCC if necessary, for such reasonable period of time (in no event longer than 60 days) as is necessary for the lost or damaged property to be repaired, replaced, or restored to its former condition. If, after the expiration of the extension period, the lost or damaged property has not been adequately

repaired, replaced or restored, Buyer may, at its option, proceed with the Closing in the manner provided for herein or terminate this Agreement, in which event the parties shall be released and discharged from any further obligation hereunder.

6.6 Actions or Proceedings. No action, suit, proceeding or investigation by or before any court, administrative agency or other government authority shall have been instituted or threatened to restrain, prohibit or invalidate any of the transactions contemplated by this Agreement.

ARTICLE 7

CONDITIONS PRECEDENT TO SELLERS' OBLIGATIONS

The obligations of Sellers hereunder are subject to satisfaction, on or before Closing Date of each of the following conditions:

7.1 Representations and Warranties True. All representations and warranties of Buyer shall be true and correct in all material respects on and as of the Closing Date.

7.2 Covenants and Conditions Satisfied. All of the terms, covenants and conditions of this Agreement to be complied with, performed or satisfied by Buyer on or before the Closing Date shall have been complied with, performed or satisfied in all material respects.

7.3 Certificate. Sellers shall have received a Certificate dated as of the Closing Date, executed by the person executing this Agreement on behalf of Buyer, stating that (a) the

representations and warranties of Buyer contained in this Agreement are true and complete in all material respects on and as of the Closing Date as though made on and as Closing Date, except for changes that are permitted by this Agreement and set forth in the Certificate; (b) between the date hereof and the Closing Date, Buyer has complied with or performed all covenants in all material respects contained in this Agreement required to be complied with or performed by Buyer; and (c) all conditions precedent to Sellers' obligations to close this Agreement have been fulfilled and satisfied.

7.4 FCC Final Order. The FCC Consent shall have been obtained and shall have become a Final Order, unless Buyer and Sellers mutually agree to close without waiting for the consent to become a Final Order.

7.5 Actions or Proceedings. No action, suit, proceeding or investigation by or before any court, administrative agency or other governmental authority shall have been instituted or threatened to restrain, prohibit or invalidate any of the transactions contemplated by this Agreement.

7.6 Time Brokerage Agreement. At Closing, Seller and Buyer shall enter into a time brokerage agreement ("Time Brokerage Agreement") pursuant to which Buyer agrees to operate FM radio station KIKT(FM), Greenville, Texas for a term of at least two years from the date of Closing.

ARTICLE 8

THE CLOSING

Subject to the terms and conditions of this Agreement, including, specifically, Section 6.4 and Section 7.4, the purchase of the Assets and the assignment, transfer and conveyance thereof shall take place at such place and on such date to be selected by mutual agreement of Buyer and Sellers within five (5) business days of the FCC Consent becoming the Final Order.

ARTICLE 9

SELLERS' CLOSING DELIVERIES

On the Closing Date, Sellers shall deliver or cause to be delivered to Buyer possession of the Assets and the following:

9.1 Bills of Sale, Documents of Title. Such warranty bills of sale, deeds, endorsements, assignments and other instruments of transfer and conveyance as shall be reasonably satisfactory in form and substance to counsel for Buyer transferring and assigning to Buyer good and marketable title to all of the Included Equipment, Other Tangible Personal Property and Real Property free and clear of any and all liens, attachments, claims or encumbrances of any kind whatsoever.

9.2 Assignments. Assignments to Buyer, in form for recording, when applicable, of the Licenses, Contracts and Intangibles.

9.3 Certified Resolutions. A copy of the resolutions adopted by the Board of Directors of each Seller authorizing and approving the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, certified by the party executing this Agreement on behalf of Sellers.

9.4 Certificate. A certificate of Sellers to the effect set forth in Section 6.3.

9.5 Schedules. Schedules, certified by Sellers, setting forth:

(a) A list of all Contracts (but not including obligations for broadcast advertising) to be transferred to and assumed by Buyer pursuant to the terms of Section 1.2, together with originals thereof (if not previously delivered); and

(b) A list of adjustments and prorations to be made at Closing.

9.6 Opinions.

(a) An opinion of legal counsel of Sellers' counsel in form reasonably satisfactory to Buyer's counsel.

(b) An opinion of FCC legal counsel to Sellers.

9.7 Time Brokerage Agreement. An executed Time Brokerage Agreement.

ARTICLE 10

BUYER'S CLOSING DELIVERIES

On the Closing Date, Buyer shall deliver or cause to be delivered to Sellers the following:

10.1 Purchase Price.

(a) The sum specified in Section 2.1.

10.2 Limited Assumption of Liability. An assumption by Buyer of the obligations set forth in Section 1.2.

10.3 Certificate. A certificate of Buyer to the effect set forth in Section 7.3.

10.4 Time Brokerage Agreement. An executed Time Brokerage Agreement.

ARTICLE 11

INDEMNIFICATION

11.1 Survival of Representations and Warranties. All representations, warranties, covenants and agreements contained in this Agreement or in any other document shall survive the Closing, for a period of one (1) year after the Closing Date (the "Survival Period") except that the representations and warranties with respect to title shall continue indefinitely, and no claim may be brought under this Agreement or any other document 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 applicable Survival Period. In the event such notice is so given, the right to indemnification with respect thereto under this Article shall survive the applicable Survival Period until such claim is finally resolved and any obligations with respect thereto are fully satisfied.

11.2 Indemnification in General. Buyer and Sellers agree that the rights to indemnification and to be held harmless set forth in this Agreement shall, as between the parties hereto and their successors and assigns, be exclusive of all rights to indemnification and to be held harmless that such party (or its successors or assigns) would otherwise have by statute, common law or otherwise.

11.3 Indemnification by Sellers.

(a) Subject to the provisions of Subsection (b) below and Section 12.2 below, Sellers shall indemnify and hold harmless Buyer and any officer, director and affiliate thereof with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of:

(i) Any breach or non-performance by Sellers of any of its representations, warranties, covenants or agreements set forth in this Agreement or any other document; or

(ii) The ownership or operation by Sellers of the Station or the Assets prior to the Closing except to the extent that Buyer operated the Station under the Time Brokerage Agreement; or

(iii) All other liabilities and obligations of Sellers other than the Assumed Obligations: or

(iv) Noncompliance by Sellers with the provisions of any applicable bulk sales act in connection with the transaction contemplated hereby.

(b) Notwithstanding anything contained herein to the contrary, if Closing occurs, Sellers shall not be obligated to indemnify Buyer pursuant to Subsection (a) above (i) for any amounts in excess of the Purchase Price in the aggregate, or (ii) unless and until the aggregate amount of such claims, liabilities, damages, losses, costs and expenses exceed Five Thousand Dollars (\$5,000) ("Buyer's Threshold Limitation"), in which case Buyer shall then be entitled to indemnification of the entire such aggregate amount, provided that (i) any amounts owed by Sellers to Buyer under Subsection (a)(iv) above, and Section 2.2 shall not be counted in determining whether Buyer's Threshold Limitation is satisfied, and Buyer shall have the right to recover any such payment without regard to such limitation.

11.4 Indemnification by Buyer.

(a) Subject to the provisions of Subsection (b) below and Section 12.2 below, Buyer shall indemnify and hold harmless Sellers and any officer, director and affiliate thereof with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of:

(i) Any breach or non-performance by Buyer of any of its representations, warranties, covenants or agreements set forth in this Agreement or any other document; or

(ii) If Closing occurs, the ownership or operation of the Station from and after the Closing, including, but not limited to, the Assumed Obligations and including any operations of the Station prior to the Closing under the terms of the Time Brokerage Agreement; or

(iii) Any other liabilities or obligations of Buyer.

(b) Notwithstanding anything contained herein to the contrary, if Closing occurs, Buyer shall not be obligated to indemnify Sellers pursuant to Subsection (a) above unless and until the aggregate amount of such claims, liabilities, damages, losses, costs and expenses exceed Five Thousand Dollars (\$5,000) ("Sellers' Threshold Limitation"), in which case Sellers shall then be entitled to indemnification of the entire such aggregate amount.

11.5 Administration of Indemnification. For purposes of administering the indemnification provisions set forth in Section 11.3 and 11.4, the following procedures shall apply:

(a) Whenever a claim shall arise for indemnification under this Article, the party entitled to indemnification (the "Indemnified Party") shall reasonably promptly give written notice to the party from whom indemnification is sought (the "Indemnifying Party") setting forth in reasonable detail, to the

extent then available, the facts concerning the nature of such claim and the basis upon which the Indemnified Party believes that it is entitled to indemnification hereunder.

(b) In the event of any claim for indemnification hereunder resulting from or in connection with any claim, action, suit or legal proceeding by a third party, the Indemnifying Party shall be entitled, at its sole expense, either (i) to participate therein or (ii) to assume the entire defense thereof with counsel which is selected by it and which is reasonably satisfactory to the Indemnified Party, provided that (A) the Indemnifying Party agrees in writing that it does not and will not contest its responsibility for indemnifying the Indemnified Party, in respect of such claim or proceeding and (B) no settlement shall be made without prior written consent of the Indemnified Party which shall not be unreasonably withheld (except that no such consent shall be required if claimant is entitled under the settlement to only monetary damages to be paid solely by the Indemnifying Party). If, however, (A) the claim, action, suit or proceeding would, if successful, result in the imposition of damages for which the Indemnifying Party would not be solely responsible hereunder, or (B) representation of both parties by the same counsel would otherwise be inappropriate due to actual or potential differing interests between them, then the Indemnifying Party shall not be entitled to assume the entire defense and each party shall be entitled to retain counsel (in the case of Clause

(A), at their own expense) who shall cooperate with one another in defending against such action, claim or proceeding.

(c) If the Indemnifying Party does not choose to defend against a claim, action, suit or legal proceeding by a third party, the Indemnified Party may defend against such claim, action, suit or proceeding in such manner as it deems appropriate or settle such action, suit or proceeding (after giving notice thereof to the Indemnifying Party) on such terms as the Indemnified Party may deem appropriate, and the Indemnified Party shall be entitled to periodic reimbursement of expenses incurred in connection therewith and prompt indemnification from the Indemnifying Party, including reasonable attorneys' fees, in accordance with this Article.

(d) Failure or delay by an Indemnified Party to give a reasonably prompt notice of any claim or claims (if given prior to expiration of the applicable Survival Period) shall not release, waive or otherwise affect an Indemnifying Party's obligations with respect thereto, except to the extent that the Indemnifying Party can demonstrate actual loss or prejudice as a result of such failure or delay.

ARTICLE 12

TERMINATION: LIQUIDATED DAMAGES¹

12.1 Termination. If Closing shall not have previously occurred, this Agreement shall terminate upon the earliest of:

(a) The giving of written notice from Sellers to Buyer, or from Buyer to Sellers, if:

(i) Sellers give such termination notice and is not at such time in material default hereunder, or Buyer gives such termination notice and Buyer is not at such time in material default hereunder; and

(ii) Either:

(A) Any of the representations of warranties contained herein of Buyer if such termination notice is given by Sellers, or of Sellers, if such termination notice is given by Buyer, are inaccurate, as of the date made, in any respect materially adverse to the party giving such termination notice unless the inaccuracy has been induced by or is the result of actions or omissions of the party giving such termination notice, and such inaccuracy is not cured following fifteen (15) days written notice to such party; or

(B) Any material obligation to be performed by Buyer if such termination notice is given by Sellers, or by Sellers if such termination notice is given by Buyer, is not timely performed in any material respect unless the lack of timely performance has been induced by or is the result of actions or omissions of the party giving such termination notice, and such breach is not cured within fifteen (15) days written notice to such party; or

(C) Any condition (other than those referred to in foregoing Clause (A) and (B)) to the obligation to close the transaction contemplated herein of the party giving such termination notice has not been timely satisfied; and any such inaccuracy, failure to perform or non-satisfaction of a condition has been neither cured nor satisfied within the time permitted under this Agreement (which if not otherwise stated shall be fifteen (15) days after written notice thereof from the party giving such termination notice) nor waived in writing by the party giving such termination notice.

(b) Written notice from Sellers to Buyer, or from Buyer to Sellers, at any time nine months after execution of this Agreement, provided that termination shall not occur upon the giving of such termination notice by Sellers if Sellers are at such time in material default hereunder or upon the giving of such termination notice by Buyer if Buyer is at such time in material default hereunder; and provided further that such date shall be extended, if applicable, to allow the completion of any applicable cure period available to a party under the Agreement and a rescheduling of Closing within five (5) business days after completion of the cure period. In addition, if the FCC Order has been issued on or before nine months after the execution of this Agreement, but has not yet become a Final Action, the date shall be extended for 40 days and the Closing shall be rescheduled if the Order has become final within that time period.

(c) Written notice from Sellers to Buyer, or from Buyer to Sellers at any time following a determination by the FCC that the application for consent to assignment of the FCC license has been designated for hearing; provided that the party which is the subject of the hearing (or whose actions or omissions resulted in the designation for hearing) may not elect to terminate under this subsection (c).

13.2 Obligations Upon Termination.

(a) In the event this Agreement is terminated by Sellers' giving of written notice to Buyer pursuant to Section 12.1(a) the aggregate liability of Buyer for breach hereunder shall be limited as provided in Paragraph (b), below. In the event this Agreement is terminated for any other reason, neither party shall have any liability hereunder.

(b) If this Agreement is terminated by Sellers' giving of written notice to Buyer pursuant to Subsection 12.1(a), or if Buyer attempts to terminate this Agreement under circumstances where it is not entitled to do so, Buyer agrees that, unless Sellers attempt to terminate this Agreement under circumstances where it is not entitled to do so, Sellers shall be entitled to receive upon such termination, or attempted termination by Buyer as the case may be, Fifty Thousand Dollars (\$50,000) from Buyer. SELLERS RECEIPT OF THE AFORESAID MONIES SHALL CONSTITUTE PAYMENT OF LIQUIDATED DAMAGES HEREUNDER AND NOT A PENALTY, AND SHALL BE SELLERS' SOLE REMEDY AT LAW OR IN EQUITY FOR BUYER'S BREACH

HEREUNDER IF CLOSING DOES NOT OCCUR. BUYER AND SELLERS EACH ACKNOWLEDGE AND AGREE THAT THE LIQUIDATED DAMAGE AMOUNT IS REASONABLE IN LIGHT OF THE ANTICIPATED HARM WHICH WILL BE CAUSED BY BUYER'S BREACH OF THIS AGREEMENT, THE DIFFICULTY OF ASCERTAINMENT OF DAMAGES AND PROOF OF LOSS, THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE OBTAINING AN ADEQUATE REMEDY, AND THE VALUE OF THE TRANSACTION TO BE CONSUMMATED HEREUNDER.

(c) Notwithstanding any provision of this Agreement to the contrary, but subject to the provisions of the following sentences, if this Agreement is terminated by Buyer's giving of written notice to Sellers pursuant to Subsection 12.1(a), Buyer shall not be entitled to damages or indemnification from Sellers. Subject to the following sentence, if Sellers attempt to terminate this Agreement under circumstances where they are not entitled to do so, or if Sellers, by their own action, causes a breach of warranty or fails a condition (including without limitation a refusal to consummate the transaction after Buyer has satisfied all conditions to Sellers' obligation to close and Buyer has demonstrated its willingness and ability to close on the terms set forth in this Agreement and Buyer is not in default hereunder) with the intent of creating a situation whereby Buyer elects to terminate under Section 12.1(a) and Buyer does so elect to terminate, the monetary damages, if any, to which Buyer shall be entitled shall be limited to direct and actual damages and shall in no event exceed Fifty Thousand Dollars (\$50,000) in the

aggregate. If a circumstance described in the preceding sentence should arise and if Buyer establishes that the action of Sellers described therein was taken intentionally in order to allow Sellers to sell or enter into negotiations to sell the Station to another party, the damages to which Buyer shall be entitled shall not be limited to direct and actual damages.

12.3 Termination Notice. Each notice given by a party pursuant to Section 12.1 to terminate this Agreement shall specify the Subsection (and clause or clauses thereof) of Section 12.1 pursuant to which such notice is given. If a termination notice is given by a party at a time when the party was not entitled to give such notice or is not valid for other reasons, then termination of this Agreement shall not be deemed to have been effected by the party giving such notice.

ARTICLE 13

CONTROL OF STATION

Between the date of this Agreement and the Closing Date, subject however to the Time Brokerage Agreement between the parties, Buyer shall not control, manage or supervise the operation of the Station or the conduct of its business, all of which shall remain the sole responsibility and under the control of Sellers, provided that this Article shall not be deemed to be consent by Buyer to Sellers' noncompliance (if any) with this Agreement.

ARTICLE 14

SALE OF FM STATION

Seller shall have the right to require Buyer on ninety (90) days notice to enter into a definitive asset purchase agreement substantially similar to this Agreement to buy FM Radio Station KIKT (FCC Facility No. 21597) licensed to Cooper, Texas from Seller for a purchase price of Five Hundred Thousand Dollars (\$500,000) together with such other terms and conditions as the parties may agree. The parties agree that Seller is not required to sell KIKT to Buyer and may sell it to a third party if Seller desires.

ARTICLE 15

MISCELLANEOUS

15.1 Further Actions. From time to time before, at and after the Closing, each party, at its expense and without further consideration, will execute and deliver such documents to the other party as the other party may reasonably request in order more effectively to consummate the transactions contemplated hereby.

15.2 Access After the Closing Date. After the Closing, Buyer shall provide Sellers with reasonable access during normal business hours to the books and records of the Station pertaining to transactions occurring prior to the Closing Date when requested by Sellers, and Buyer shall retain such books and

records for a reasonable period of time in accordance with industry standards. At the request and expense of Sellers, Buyer shall deliver copies of any such books and records to Sellers, promptly after such request.

15.3 Specific Performance. Sellers acknowledge that the Station is of a special, unique, and extraordinary character, and that any breach of this Agreement by Sellers could not be compensated for by damages. Accordingly, if Sellers shall breach its obligations under this Agreement, Buyer shall be entitled, in addition to any other remedies that it may have, to enforcement of this Agreement (subject to obtaining any required approval of the FCC) by a decree of specific performance or injunctive relief requiring Sellers to fulfill its obligations under this Agreement. In any action to specifically enforce Sellers' obligation to close the transaction contemplated by this Agreement, Sellers shall waive the defense that there is an adequate remedy at law or in equity and agrees that Buyer shall be entitled to obtain specific performance of Sellers' obligation to close hereunder without being required to prove actual damages. As a condition to seeking specific performance, Buyer shall not be required to tender the Purchase Price but shall be required to demonstrate that Buyer is ready, willing and able to tender the Purchase Price as contemplated by such Section. If Buyer pursues specific performance it shall not be entitled to

any reimbursement of costs and damages necessary to obtain specific performance.

15.4 Notices. All notices, demands or other communications given hereunder shall be in writing and shall be sufficiently given if delivered by overnight delivery service or sent by registered or certified mail, first class, postage prepaid, or by telegram, telecopy or similar written means of communication, addressed as follows:

(a) if to Buyer, to:

Frank Janda
1517 Wolfe City Drive
Greenville, TX 75401

(b) if to Sellers to:

David E. Kennedy, President
Susquehanna Radio Corp.
140 E. Market Street
York, PA 17401
Facsimile No.: 717/771-1436

copy to:
Craig W. Bremer, General Counsel
Susquehanna Pfaltzgraff Co.
140 E. Market Street
York, PA 17401
Facsimile No.: 717/771-1440

or such other address with respect to any party hereto as such party may from time to time notify (as provided above) to the other party hereto. Any such notice, demand or communication shall be deemed to have been given (i) if so mailed, as of the close of the third business day following the date so mailed, and (ii) if personally delivered or otherwise sent as provided above, on the date received.

15.5 Entire Agreement. This Agreement, the Schedules and Exhibits hereto, and the other documents constitute the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede any prior negotiations, agreements, understandings or arrangements between the parties hereto with respect to the subject matter hereof.

15.6 Binding Effect; Benefits. Except as otherwise provided herein, this Agreement and all other documents to be executed in connection herewith shall inure to the benefit of and be binding upon the parties hereto and their respective successors or assigns. Except to the extent specified herein, nothing in this Agreement, express or implied, shall confer on any person other than the parties hereto and their respective successors or assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

15.7 Assignment. This Agreement and any rights hereunder shall not be assignable by either party hereto without the prior written consent of the other party.

15.8 Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Pennsylvania, including all matters of construction, validity and performance.

15.9 Bulk Sales. Buyer hereby waives compliance by Sellers with the provisions of the Bulk Sales Act and similar laws of any state or jurisdiction, if applicable. Sellers shall,

in accordance with Article 12, indemnify and hold Buyer harmless from and against any and all claims made against Buyer by reason of such non-compliance.

15.10 Amendments and Waivers. No term or provision of this Agreement may be amended, waived, discharged or terminated orally but only by an instrument in writing signed by the party against whom the enforcement of such amendment, waiver, discharge or termination is sought. Any waiver shall be effective only in accordance with its express terms and conditions.

15.11 Severability. Any provision of this Agreement which is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability shall not invalidate or render unenforceable such provisions. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law now or hereafter in effect which renders any provision hereof unenforceable in any respect.

15.12 Headings. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

15.13 Counterparts. This Agreement may be executed in any number of counterparts, and by either party on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.14 References. All references in this Agreement to Articles and Sections are to Articles and Sections contained in this Agreement unless a different document is expressly specified.

15.15 Schedules and Exhibits: Recording. Unless otherwise specified herein, each Schedule and Exhibit referred to in this Agreement is attached hereto, and each such Schedule and Exhibit is hereby incorporated by reference and made a part hereof as if fully set forth herein. To the extent permitted by the FCC, the Schedules shall not be filed with the FCC or otherwise disclosed or made public.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the date first written above.

DYNAMIC BROADCASTING, LLC, Inc.

By: /s/Frank Janda

KRBE LIMITED PARTNERSHIP

By: /s/David E. Kennedy
President

KRBE LICO, INC.

By: /s/David E. Kennedy
President

SCHEDULE 1.1(a)

FCC LICENSES

KGVL	Greenville, TX	File No. BZ-920729AA
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SCHEDULE 1.1 (b)

STUDIO AND TRANSMITTING EQUIPMENT

See Attached

SCHEDULE 1.1(c)

OTHER TANGIBLE PERSONAL PROPERTY

See 1.1(b)

SCHEDULE 1.1 (d)

CONTRACTS

None

SCHEDULE 1.1 (e)

INTANGIBLES

None

SCHEDULE 1.1(f)

REAL PROPERTY

All that certain lot, tract, or parcel of land situated in the City of Greenville, Hunt County, Texas, being part of the Lindley, Johnson Survey, Abstract No. 537, being all of a tract of land conveyed from M & M Broadcasting, Inc. to First Greenville Corporation as recorded in Volume 948 at Page 305 of the Deed Records of Hunt County, and being further described as follows:

BEGINNING at a 1 inch iron rod found at a fence corner post at the northeast corner of said tract of land on the west right-of-way of State Highway No. 34 (a 100' R.O.W. & being known as Wolfe City Drive), said Point of Beginning also being the southeast corner of a 0.45 acre tract of land conveyed to Lydia Sillivan as recorded in Volume 908 at Page 534 of the Deed Records of Hunt County.

THENCE S 00°00'00"E along the west right-of-way of State Highway No. 34, a distance of 824.98 feet to a ½ inch iron rod found for corner;

THENCE N 89°34'32" W a distance of 511.85 feet to a ½ inch rod set for corner;

THENCE N 00°00'00" E a distance of 824.98 feet to a ½ inch rod found for corner, being 4.4 feet north of a fence line;

THENCE S 89°34'32" E a distance of 511.85 feet returning to the Point of Beginning and containing 9.694 acre of land and being known as No. 1517 Wolfe City Drive.

Subject however to any and all validly existing liens, encumbrances, restrictions, covenants, conditions, easements, zoning laws, regulations, ordinances of municipal and other governmental authorities, and reservations, including but not limited to, for minerals, relating to the Property, if any, as now reflected in the records of the County Clerk of Hunt County, Texas.

SCHEDULE 3.3

CONFLICTS

None

SCHEDULE 3.6

PROCEEDINGS OR THREATENED PROCEEDING AGAINST LICENSEE

None

SCHEDULE 3.8

INTELLECTUAL PROPERTY AND EXCEPTIONS

None

SCHEDULE 3.9

LITIGATION

None