

AMENDMENT

The second part of the APA is attached hereto.

Seller free and clear of all liens, collateral assignments, security interests, and encumbrances whatsoever except for liens securing payment of the indebtedness to be fully paid by Seller on or prior to the Closing Date. The record searches described in the report shall have taken place no more than fifteen (15) days prior to the Closing Date.

9.5 **Accounts Payable**. Seller shall discharge and pay in the normal course accounts payable through the Closing Date.

9.6 **Access**. Between the date hereof and the Closing Date, Seller shall give Buyers or representatives of Buyers reasonable access to the Purchased Assets and to the other properties, titles, contracts, books, records and affairs of Seller relating to the operations of the Station to perform its due diligence investigation of the Station. During Buyers' due diligence investigation, it shall have access to any of Seller's employees that Buyers require, in their good faith judgment, to successfully complete its investigation, provided Buyers have notified Seller in advance of the specific employees. Buyers will conduct themselves so as to cause a minimum of disruption to the normal operation of the Station and Seller will cooperate in making such employees available to Buyers. It is expressly understood that, pursuant to this Section, Buyers shall be entitled to make an engineering inspection of the Station and environmental assessments of the tower sites and any other Real Property. No inspection or investigation made by or on behalf of Buyers or Buyers' failure to make any such inspection, however, shall affect Seller's representations, warranties, and covenants hereunder or be deemed to constitute a waiver of any of those representations, warrants, and covenants.

10. **CONDITIONS PRECEDENT**.

10.1 **Mutual Conditions**. The obligation of Seller and Buyers to consummate this Agreement is subject to the satisfaction of each of the following conditions:

(a) **Governmental Consents**. The Commission shall have granted the Assignment Application and the License Modification Application (as defined in Section 11.2, such grants shall have become Final Orders, and such grants shall be in full force and effect on the Closing Date. The Closing Date may occur prior to the grants having become Final Orders should Buyers, in their sole discretion, so elect. In addition, LP Media shall have received any governmental approvals necessary to its formation and commencement of operations, including but not limited to any such necessary approvals from the IRS.

(b) **Absence of Litigation**. As of the Closing Date, no action, suit or proceeding seeking to enjoin, restrain, or prohibit the consummation of the transaction contemplated by this Agreement shall be pending before any court or the Commission or any other governmental body or authority.

10.2 **Conditions to Buyers' Obligation**. In addition to the satisfaction of mutual conditions contained in Section 10.1, the obligation of Buyers to consummate this Agreement is subject to the satisfaction of each of the following conditions:

- (a) **Representations and Warranties.** The representations and warranties of Seller to Buyers shall be true, complete and correct in all material respects as of the Closing Date with the same force and effect as if then made.
- (b) **Compliance with Conditions.** All of the terms, conditions, and covenants to be complied with or performed by Seller on or before the Closing Date shall have been duly complied with and performed in all material respects.
- (c) **Validity of Station Licenses.** On the Closing Date, Seller shall be the owner and holder of the Station Licenses to the extent that such licenses can be owned or held by Seller under the Communications Act of 1934, as amended, and the Station Licenses shall be in unconditional full force and effect, other than restrictions or conditions (i) as may be set forth on the faces of such Station Licenses, or (ii) as may be applicable to the radio broadcasting industry in general, valid for the balance of the current license terms applicable generally to radio stations licensed to communities located in the State of Texas.
- (d) **Environmental Developments.** No environmental condition shall have occurred or first been revealed that would (i) materially impair the use of the Purchased Assets (including the Real Property) for the operation of the Station; (ii) require remedial action to bring the Purchased Assets into compliance with applicable Environmental Laws; or (iii) otherwise constitute an environmental hazard.
- (e) **Certificates of Occupancy.** At or prior to Closing, Seller shall deliver to Buyers such certificates of occupancy, if any, issued by the appropriate governmental authorities, as may be required to permit Buyers to continue the present use of the Real Property after Closing. No proceedings shall be pending to amend, cancel, or revoke any such certificate(s) of occupancy as of the Closing Date.
- (f) **Lien Search.** The Lien Search referenced in Section 9.4 shall not reveal any inconsistencies with Seller's representations and warranties hereunder.
- (g) **Closing Documents.** Seller shall deliver to Buyers all of the Closing documents specified in 13.2(a), all of which documents shall be dated as of the Closing Date, duly executed, in a form reasonably acceptable to Buyers.
- (h) **Required Third-Party Consents.** At Closing, Seller shall deliver to Buyers all Required Consents to Buyers' assumption of Contracts such that Buyers will enjoy all the rights and privileges of Seller under those Contracts subject only to the same obligations as are binding on Seller pursuant to the Contracts' present terms.
- (i) **Condition of Station.** There shall have been no change subsequent to the date of this Agreement in the operation or condition of the Station except for changes in the ordinary course of business or as contemplated by this Agreement, none of which, individually or in the aggregate, shall be materially adverse.

10.3 **Conditions to Seller's Obligation**. In addition to satisfaction of the mutual conditions contained in Section 10.1, the obligation of Seller to consummate this Agreement is subject to satisfaction of each of the following conditions:

(a) **Representations and Warranties**. The representations and warranties of Buyers to Seller shall be true, complete, and correct in all material respects as of the Closing Date with the same force and effect as if then made.

(b) **Compliance with Conditions**. All of the terms, conditions and covenants to be complied with, or performed by Buyers on or before the Closing Date shall have been duly complied with and performed in all material respects.

(c) **Payment**. Buyers shall make the payments to Seller at Closing as provided in Section 3.

(d) **Closing Documents**. Buyers shall deliver to Seller all the closing documents specified in Section 13.2(b), all of which documents shall be dated as of the Closing Date, duly executed, and in a form reasonably satisfactory to Seller.

11. **SATISFACTION OF CONDITIONS**.

11.1 **In General**. Each party shall use its respective commercially reasonable efforts and cooperate with the other in good faith to the extent reasonably required in order to satisfy the conditions to each party's obligations under this Agreement as set forth in Section 10 and fully to accomplish the transactions contemplated by this Agreement in an expeditious fashion. Neither party shall take or fail to take any action within such party's reasonable control, the effect of which would be to prevent or unreasonably delay the satisfaction of any condition to its or the other party's obligations contained in Section 10 or the consummation of this Agreement in accordance with its terms.

11.2 **Applications to the Commission**. Within seven (7) business days from the date of this Agreement, Seller and LP Media shall join in and file one or more applications with the Commission seeking consent to the assignment of the Station Licenses to LP Media ("Assignment Application"). Seller hereby agrees, prior to the date the Assignment Application is filed with the Commission, to provide its written consent to LP Media to allow LP Media to file with the Commission contemporaneously with the Assignment Application a separate application to modify the Station's license on the Closing Date so as to make the Station noncommercial ("License Modification Application"). LP Media and Seller will diligently take all commercially reasonable steps to prosecute the Assignment Application and to obtain the Commission's determination that grant of the Assignment Application will serve the public interest, convenience, and necessity. LP Media will diligently prosecute the License Modification Application. LP Media shall have the right, with the consent and approval of Seller which shall not be unreasonably withheld, following the filing of the Assignment Application to make such amendments as may be necessary to reflect changes in

the structure of LP Media, provided that such amendments do not materially delay the processing by the Commission of the Assignment Application.

12. CONTROL OF STATION. This Agreement shall not be consummated until after the Commission has given its written consent thereto, and between the date of this Agreement and the Closing Date, Buyers shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct, the operation of the Station.

13. CLOSING.

13.1 Closing Date. The Closing Date of this Agreement shall be on the last day of the month within which FCC orders approving both the Assignment Application and the License Modification Application become Final Orders, unless Buyers provide ten (10) days' notice to Seller of their election pursuant to 10.1(a) to close earlier, in which earlier closing case, Buyers shall endeavor to set the Closing Date at the end of a month. In the absence of a mutual agreement by Seller and Buyers to the contrary, Closing shall take place on the Closing Date, commencing at 10:00 a.m. at the offices of Telecommunications Law Professionals PLLC, 1025 Connecticut Avenue, NW, Suite 1011 Washington, D.C. 20036. Seller and Buyers agree that Closing may occur by the electronic exchange of documents and that time is of the essence for this Closing.

13.2 Performance at Closing. The following documents shall be executed and delivered at Closing:

(a) **By Seller.** Seller shall deliver to Buyers:

- (i) A certificate executed by Seller attesting to Seller's compliance with the matters set forth in Sections 10.2(a) and 10.2(b).
- (ii) One or more assignments transferring to LP Media all of the interests of Seller in and to the Station Licenses, and all other licenses, permits, and authorizations issued by any federal, state, or local regulatory agencies that are used in or necessary for the lawful operation of the Station.
- (iii) One or more General Warranty Deeds in form suitable for recording, conveying to FLP good and marketable title to Seller's owned Real Property, subject to no mortgage, lien, pledge or encumbrance except easements and restrictions of record.
- (iv) One or more bills of sale conveying to the appropriate Buyer the Station Equipment in a form usual and customary in the State of Texas.
- (v) One or more assignments conveying to the appropriate Buyer as identified in **Schedule 1.13** all property comprising the Purchased Assets not specifically conveyed pursuant to the above deliveries.

(b) **By Buyers.** Buyers shall deliver to Seller:

- (i) Certificates attesting to Buyers' compliance with the matters set forth in Sections 10.3(a) and 10.3(b).
- (ii) The payments and documents due pursuant to Section 3.
- (iii) One or more assumptions of the Contracts, subject to Section 5.

(c) **Other Acts.** The parties will also execute such other documents and perform such other acts, before and after Closing, as may be necessary for the complete implementation and consummation of this Agreement.

14. **DAMAGE.**

14.1 **Risk of Loss.** The risk of loss or damage to the Purchased Assets shall be upon Seller at all times prior to Closing. In the event of material loss or damage, Seller shall promptly notify Buyers thereof and use commercially reasonable efforts to repair, replace or restore the lost or damaged property to its former condition as soon as possible. If such repair, replacement, or restoration has not been completed prior to the Closing Date, then Buyers may, at their option:

(a) elect to consummate the Closing in which event Seller shall assign to Buyers all of Seller's rights under any applicable insurance policies and shall pay to Buyers the aggregate amount of any deductibles pertaining thereto; or

(b) elect to postpone the Closing Date for a period determined by Buyers of up to ninety (90) days, with prior consent of the Commission, if necessary, to permit Seller to make such repair, replacement, or restoration as is required to return the lost or damaged property to its former condition and to restore the Station's listeners and advertisers. If, after the expiration of the extension period granted by Buyers, the lost or damaged property has not been adequately repaired, replaced or restored, and the business not restored, Buyers may terminate this Agreement, and the parties shall be released and discharged from any further obligation hereunder.

For purposes of this Section, loss or damage shall be deemed "material" if the reasonable cost to repair, replace, or restore the lost or damaged property exceeds Ten Thousand Dollars (\$10,000) or if it prevents the Station from operating at at least ninety percent (90%) of its licensed effective radiated power.

14.2 **Failure of Broadcast Transmission.** Seller shall give prompt written notice to Buyers if: (a) regular broadcast transmissions of the Station in the normal and usual manner are interrupted or discontinued; or (b) the Station is operated at less than its licensed antenna height above average terrain or at less than ninety percent (90%) of its licensed effective radiated power. If Seller cannot restore normal and usual transmissions at the licensed operating parameters within seventy-two (72) hours (with the Closing Date to be extended if

necessary), or if there are four (4) or more such events prior to the Closing Date each lasting more than eight (8) hours, Buyers may, at their option: (x) terminate this Agreement, or (y) proceed in the manner set forth in Section 14.1(a) or 14.1(b). In the event of termination of this Agreement by Buyers pursuant to this Section, the Escrow Deposit shall be returned to Buyers and the parties shall be released and discharged from any further obligation hereunder.

14.3 **Resolution of Disagreements.** If the parties are unable to agree upon the extent of any loss or damage, the cost to repair, replace or restore any lost or damaged property, the adequacy of any repair, replacement, or restoration of any lost or damaged property, or any other matter arising under this Section, the disagreement shall be referred to a qualified consulting communications engineer mutually acceptable to Seller and Buyers who is a member of the Association of Federal Communications Consulting Engineers, whose decision shall be final, and whose fees and expenses shall be paid one-half by Seller and one-half by Buyers.

15. **INDEMNIFICATION.**

15.1 **Buyers' Right to Indemnification.** Seller undertakes and agrees to indemnify and hold Buyers harmless against and from any and all losses, costs, liabilities, claims, obligations and expenses, including reasonable attorney's fees (collectively, "Losses"), incurred or suffered by Buyers arising from (a) the breach, misrepresentation, or other violation of any of Seller's representations, warranties, or covenants contained in this Agreement; (b) the operation of the Station or the ownership of the Purchased Assets prior to Closing; (c) all liabilities of Seller; and (d) all liens, charges, or encumbrances on any of the Purchased Assets that are not expressly permitted by this Agreement. The foregoing indemnity is intended by Seller to cover all acts, suits, proceedings, claims, demands, assessments, adjustments, costs and expenses with respect to any and all of the specific matters set forth in this indemnity and shall be without limitation as to amount.

15.2 **Seller's Right to Indemnification.** Buyers undertake and agree to indemnify and hold Seller harmless against and from Losses incurred or suffered by Seller arising from (a) the breach, misrepresentation, or other violation of any of Buyers' representations, warranties or covenants contained in this Agreement; (b) the operation of the Station or ownership of the Purchased Assets after Closing; and (c) all liabilities of Buyers. The foregoing indemnity is intended by Buyers to cover all acts, suits, proceedings, claims, demands, assessments, adjustments, costs, and expenses with respect to any and all of the specific matters set forth in this indemnity and shall be without limitation as to amount.

15.3 **Procedure.**

(a) If any claim or proceeding covered by the foregoing agreements to indemnify and hold harmless shall arise, the party who seeks indemnification (the "Indemnified Party") shall give written notice thereof to the other party (the "Indemnitor") promptly (in no event more than ten (10) days) after the Indemnified Party learns of the existence of such claim or

proceeding. Any claim for indemnification hereunder shall be accompanied by evidence demonstrating the Indemnified Party's right or possible right to indemnification, including a copy of all supporting documents relevant thereto. After the Indemnitor acknowledges its obligation to defend against or settle any such claim or proceeding, the Indemnitor shall not be liable to the Indemnified Party under this Section for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof, provided, however, that the Indemnified Party shall have the right to employ counsel to represent it if, the Indemnified Party is advised by an attorney in writing of conflict, that it is advisable for the Indemnified Party to be represented by separate counsel, and in that event the fees and expenses of such separate counsel shall be paid by the Indemnified Party. The parties shall fully cooperate in the defense of the claim or proceeding and shall make available to each other all books or records necessary or appropriate for such defense.

(b) The Indemnitor shall have the right to employ counsel reasonably acceptable to the Indemnified Party to defend against the claim or proceeding, or to compromise, settle or otherwise dispose of the same; provided, however, that no settlement or compromise shall be effected without the consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed and, provided, further, that in the event the Indemnified Party does not consent to a bona fide offer of settlement made by a third party and the settlement involves only the payment of money, then the Indemnitor may, in lieu of payment of that amount to such third party, pay that amount to the Indemnified Party. After such payment to the Indemnified Party, the Indemnitor shall have no further liability with respect to that claim or proceeding and the Indemnified Party shall assume full responsibility for the defense, payment, or settlement of such claim or proceeding.

(c) If the Indemnitor fails to acknowledge in writing its obligation to defend against or settle any claim or proceeding within thirty (30) days after receiving notice of the claim or proceeding from the Indemnified Party (or such shorter time specified in the notice as the circumstances of the matter may dictate) the Indemnified Party shall be free to dispose of the matter, at the expense of the Indemnitor (but subject to the Indemnitor's right subsequently to contest through appropriate proceedings its obligation to provide indemnification), in any way that the Indemnified Party deems in its best interest.

(d) The Indemnitor shall be subrogated to all rights of the Indemnified Party against any third party with respect to any claim for which indemnification is paid to the extent of such payment.

(e) The several representations and warranties of Seller and Buyers contained in or made pursuant to this Agreement shall be deemed to have been made on the date of this Agreement, to be brought down to Closing, and shall survive the Closing Date for a period of one (1) year following the Closing Date.

(f) Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) neither Seller nor Buyers shall have any liability to the other under this Section until the indemnified party's aggregate Losses exceed Ten Thousand Dollars (\$10,000), after which,

all amount comprising such Ten Thousand Dollars (\$10,000) amount shall be included in, not excluded from, any calculation of Losses. Provided further, indemnified party's aggregate Losses shall not exceed Two Hundred Thousand Dollars (\$200,000).

15.4 **Indemnification Not Sole Remedy.** The right to indemnification hereunder shall not be the exclusive remedy of either party in connection with any breach by the other party of its representations, warranties, or covenants, nor shall such indemnification be deemed to prejudice or operate as a waiver of any remedy to which either party may otherwise be entitled as a result of any such breach by the other party.

16. **TERMINATION.**

16.1 **By Either Party.** Either Seller or Buyers may terminate this Agreement as follows:

(a) if the Closing has not occurred on or before June 30, 2024 (the "Termination Date"); provided, however, that the right to terminate this Agreement under this Section 16.1(a) shall be suspended as to any party whose failure to fulfill any material obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the closing to occur prior to such date, until the 10th day after such failure has been cured;

(b) if the FCC designates the Assignment Application or the License Modification Application for an evidentiary hearing; or

(c) if any court of competent jurisdiction in the United States or other United States governmental body shall have issued an order, decree or ruling, taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement.

16.2 **By Seller.** Seller may terminate this Agreement if Buyers shall have materially breached any representation, warranty or covenant of Buyers contained in this Agreement, provided that such breach is not capable of being cured or has not been cured within twenty (20) days after the giving of notice thereof by Seller to Buyers, and provided further that Seller is not then in default of any of its obligations under this Agreement.

16.3 **By Buyers.** Buyers may terminate this Agreement if Seller shall have materially breached any representation, warranty or covenant of Seller contained in this Agreement, provided that such breach is not capable of being cured or has not been cured within twenty (20) days after the giving of notice thereof by Buyers to Seller, and provided further that Buyers are not then in default of any of their obligations under this Agreement.

16.4 **Results of Termination.**

(a) If either party terminates this Agreement pursuant to Section 16.1 neither party shall have any liability to the other, and this Agreement in its entirety shall be deemed null, void and of no further force and effect. In such event, Buyers shall be entitled to a refund of the

Escrow Deposit plus accrued interest, if any, and Seller and Buyers shall jointly instruct the Escrow Agent to return the Escrow Deposit and any accrued interest to Buyers.

(b) If Seller terminates this Agreement pursuant to Section 16.2, then Seller, as its sole and exclusive remedy, shall be entitled to receive as compensation therefor the Escrow Deposit and any accrued interest thereon as complete, reasonable and adequate liquidated damages, and not as a penalty. In the event that Seller shall be entitled to receive liquidated damages, Buyers and Seller shall jointly instruct the Escrow Agent to release the Escrow Deposit and any accrued interest thereon to Seller. Seller and Buyers agree in advance that actual damages would be difficult to ascertain and the amount of the payment to be made to Seller pursuant to this Section 16.4(b) is a fair and equitable amount to reimburse Seller for damages sustained due to Buyers' breach of this Agreement.

(c) If this Agreement is terminated for any reason other than by Seller pursuant to Section 16.2, Buyer shall be entitled to a refund of the Escrow Deposit plus any accrued interest, and Seller and Buyers shall jointly instruct the Escrow Agent to return the Escrow Deposit and any accrued interest to Buyers.

17. SPECIFIC PERFORMANCE. Seller agrees that the Purchased Assets include unique property that cannot be readily obtained on the open market and that Buyers will be irreparably injured if this Agreement is not specifically enforced. Therefore, Buyers shall have the right specifically to enforce Seller's performance under this Agreement, and Seller agrees to waive the defense in any such suit that Buyers have an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy. The remedies described in this Section shall be in addition to, and not in lieu of, any other remedies that Buyers may elect to pursue.

18. GENERAL PROVISIONS.

18.1 Bulk Sales Act. Buyers waive compliance by Seller with the provisions of any bulk sales or fraudulent conveyance statute applicable to the transaction contemplated by this Agreement upon the condition, and provided that Seller will indemnify and hold Buyers harmless, pursuant to Section 15.1, against any cost or expense, including without limitation reasonable legal fees, incurred by Buyers as a result of the failure to comply with any such statute.

18.2 Brokerage. Buyers and Seller hereby mutually represent that there are no finders, consultants or brokers involved in this transaction and that neither Seller nor Buyers have agreed to pay any broker, finder or consultant a fee in connection with the transaction. In the event any consultant, broker or finder asserts a claim in connection with this transaction, the party who is alleged to have engaged or retained such other consultant, broker or finder shall indemnify and hold harmless the other party, if such claim is asserted against such other party by said consultant, broker or finder.

18.3 **Further Assurances.** After the Closing, Seller shall from time to time, at the request of and without further cost or expense to Buyers, execute and deliver such other instruments of conveyance and transfer and take such other actions as may commercially reasonably be requested in order more effectively to consummate the transactions contemplated hereby to vest in Buyers good an marketable title to the Purchased Assets to be transferred hereunder, free, clear and unencumbered.

18.4 **Benefit and Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither Buyers nor Seller may voluntarily or involuntarily assign its interest under this Agreement without the prior written consent of the other party. However, Buyers shall have the right to assign and/or delegate all or any portion of their rights and obligations under this Agreement to any affiliate of Buyers, provided that no such assignment and/or delegation shall (a) relieve Buyers of their obligations hereunder in the event that their assignee fails to perform the obligations delegated, or (b) materially delay the processing or grant of the Assignment Application. In the event Buyers find it necessary or are required to provide to a third party a collateral assignment of the Buyers' interest in this Agreement, Seller shall cooperate with Buyers and any third party requesting such assignment, including, without limitation, signing a consent and acknowledgement of such assignment. All covenants, agreements, statements, representations, warranties and indemnities in this Agreement by and on behalf of any of the parties hereto shall bind and inure to the benefit of their respective successors and permitted assigns.

18.5 **Publicity.** No party shall make any public announcement with respect to the transactions contemplated by this Agreement, without the prior consent of the other, except that Seller shall have the right to make such local public notice of the Assignment Application as may be required by the Commission without Buyers' prior approval.

18.6 **Expenses.** All sales, use, transfer and conveyance taxes payable or assessable in connection with or as a result of the sale and transfer contemplated by this Agreement shall be equally split between Seller and Buyers. Except as otherwise provided herein, all expenses involved in the preparation and consummation of this Agreement shall be borne by the party incurring same whether or not the transaction contemplated herein is consummated. Except as otherwise provided herein, Buyers shall prepare at Buyers' expense the documents required to consummate this transaction. All Commission filing fees for the Assignment Application shall be equally split between Seller and LP Media. LP Media shall pay all Commission filing fees for the License Modification Application.

18.7 **Notices.** All notices, requests, demands, and other communications pertaining to this Agreement shall be in writing and shall be deemed duly given when delivered personally or mailed by certified mail, return receipt requested, postage prepaid, or by an overnight carrier that provides a written confirmation of delivery, addressed as follows:

If to Seller:

Community Broadcast Partners LLC
4642 South Treadaway Boulevard
Abilene, Texas 79602
Attention: David Klement

If to Buyers:

Lubbock Public Media
620 Avenue O
Lubbock, Texas 79401

With a copy to:

Dennis P. Corbett, Esq.
Telecommunications Law Professionals PLLC
1025 Connecticut Avenue, NW, Suite 1011
Washington, D.C. 20036

Either party may change its address for notices by written notice to the other given pursuant to this Section.

18.8 Prior Negotiations. This Agreement supersedes in all respects all prior and contemporaneous oral and written negotiations, understandings and agreements between the parties with respect to the subject matter hereof. All of said prior and contemporaneous negotiations, understandings and agreements are merged herein and superseded hereby.

18.9 Entire Agreement; Amendment. This Agreement and the Schedules hereto set forth the entire understanding between the parties in connection with the transaction contemplated herein, and there are no terms, conditions, warranties or representations other than those contained herein, referred to herein or provided for herein. Neither this Agreement nor any term or provision hereof may be altered or amended in any manner except by an instrument in writing signed by the party against whom the enforcement of any such change is sought.

18.10 Severability. If any term of this Agreement is illegal or unenforceable at law or in equity, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any illegal or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of applicable law and such term, as so modified, and the balance of this Agreement shall then be fully enforceable.

18.11 Survival of Representations and Warranties. The several representations, warranties and covenants of the parties contained herein shall survive the Closing for a period of one year.

18.12 **Waiver**. Unless otherwise specifically agreed in writing to the contrary: (a) the failure of either party at any time to require performance by the other of any provision of this Agreement shall not affect such party's right thereafter to enforce the same, (b) no waiver by either party of any default by the other shall be taken or held to be a waiver by such party of any other preceding or subsequent default, and (c) no extension of time granted by either party for the performance of any obligation or act by the other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

18.13 **Number and Gender**. Whenever the context so requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be construed to mean or include any other gender or genders.

18.14 **Headings and Cross-References**. The headings of the Sections and Paragraphs have been included for convenience of reference only, and shall in no way limit or affect the meaning or interpretation of the specific provisions of this Agreement. All cross-references to Sections or Paragraphs herein shall mean the Sections or Paragraphs of this Agreement unless otherwise stated or clearly required by the context. Words such as "herein" and "hereof" shall be deemed to refer to this Agreement as a whole and not to any particular provision of this Agreement unless otherwise stated or clearly required by the context.

18.15 **Counsel**. Each party has been represented by its own counsel in connection with the negotiation and preparation of this Agreement or has knowingly waived such right by executing this Agreement and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Agreement, including, but not limited to, any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the party whose counsel drafted that provision.

18.16 **Choice of Laws**. This Agreement is to be construed and governed by the laws of the State of Texas without reference to the choice of law rules utilized in that jurisdiction.

18.17 **Third Parties**. Nothing in this Agreement, whether expressed or implied, is intended to: (a) confer any rights or remedies on any person other than Seller, Buyers and their respective successors and permitted assigns; (b) to relieve or discharge the obligation or liability of any third party; or (c) to give any third party any right of subrogation or action against any Seller or Buyers.

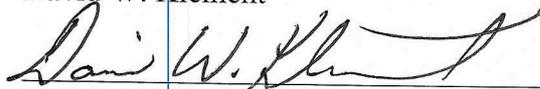
18.18 **Counterparts**. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each of the counterparts, when signed, shall be deemed to be an original, and all of the signed counterparts together shall be deemed to be one and the same instrument. This Agreement may be signed and exchanged by facsimile or transmission of electronic scans, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement effective as of the date first written above.

SELLER:

COMMUNITY BROADCAST PARTNERS LLC

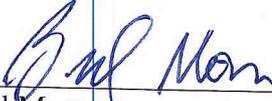
By: David W. Klement

A handwritten signature in black ink, appearing to read "David W. Klement", written over a horizontal line.

Managing Member

BUYERS:

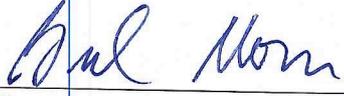
Lubbock Public MEDIA

By: 
Brad Moran
President

RAMAR COMMUNICATIONS, INC.

By: 
Brad Moran
President

FLP RAMAR LTD., a Texas limited partnership
By: MC Operating, LLC, a Texas limited liability
company
Its General Partner

By: 
Brad Moran
Manager