

38 Warranty of Signatories Each of the persons signing this Purchase Agreement on behalf of an entity warrants and represents that he has the right power, legal capacity and authority to execute this Purchase Agreement on behalf of such entity, without the concurrence or approval of any other person, any entity or any Court, and to thereby bind such entity to this Purchase Agreement.

39 Headings The headings of the Paragraphs of this Purchase Agreement are inserted as a matter of convenience and for reference purposes only and in no respect define, limit, or describe the scope of this Purchase Agreement or the intent of any Paragraph hereof.

40 Counterparts This Purchase 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 fully executed set of counterparts shall be deemed to be an original, and all of the signed counterparts together shall be deemed to be one and the same instrument.

41 Amendments This Purchase Agreement may be amended by mutual consent of the Parties, but only by a written instrument duly signed by the Parties to the Purchase Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Purchase Agreement on the day and year first above written.

SELLER
RADIO STATION KMJY, LLC

BY
Thomas D. Hodgins, Managing Member

BUYER
PRO-ACTIVE COMMUNICATIONS, INC.

BY

Gerald D. Clifton, Chief Executive Officer