

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made and entered into effective as of the 14th day of March 2003, (the "Effective Date"), by and between **MARINER BROADCASTERS, INC.**, an Illinois corporation, owner and licensee of radio station WBEE(AM), ("Seller"), and **GREAT LAKES RADIO-CHICAGO, LLC**, an Ohio limited liability company, ("Buyer"), and is joined in by all the stockholders of Seller, as listed on Exhibit A, for the sole purpose of making the representations, warranties and covenants set forth in Section 11, hereof. The Buyer and Seller are hereinafter sometimes referred to as the "Parties."

BACKGROUND

Seller is the licensee, owner and operator of radio station WBEE (AM), 1570 khz, Harvey, Illinois (the "Station"). Seller and Buyer desire to enter into a transaction in which Seller will sell and assign and Buyer will purchase and acquire certain of the property and assets of Seller used or useful in the operation of the Station. The license issued by the Federal Communications Commission (the "Commission") for the operation of the Station may not be assigned without the prior written consent of the Commission.

AGREEMENT

Accordingly, in consideration of the foregoing and of the mutual promises, covenants, and conditions set forth below, the Parties agree as follows:

1. **ASSETS TO BE CONVEYED.** At the closing (the "Closing") on the Closing Date (the date on which Buyer's acquisition of assets and assumption of liabilities of Seller, as herein contemplated, shall become effective), subject to the terms and conditions hereof, Seller shall sell, assign, transfer and deliver to Buyer or its wholly-owned subsidiary and Buyer shall purchase from Seller, the following (collectively, the "Assets"):
 - 1.1 Licenses and Authorizations. The license, permits, permissions and other authorizations issued to Seller for the operation of the Station by the Commission and other governmental agencies, as listed on Schedule 1.1, and all applications for modification, extension or renewal thereof pending on the Closing Date (the "Station Licenses").
 - 1.2 Station Equipment. The fixed and tangible personal property used and useful in the operation of the Station that is owned by Seller and as listed on Schedule 1.2, together with any replacements, improvements, or additions thereto made between the Effective Date and the Closing Date (the "Station Equipment").
 - 1.3 Contracts. All rights of Seller under the agreements, contracts and leases, as listed on Schedule 1.3, and such other contracts, agreements or leases entered into with respect to the Station, with the written consent of Buyer, between the Effective Date and the Closing Date (the "Contracts").

- 1.4 Real Property. All Seller's right, title and interest in the real property commonly known as 2525 West 157th Street, Harvey, Illinois 60426, as described in Schedule 1.4 (the "Real Property").
- 1.5 Records. Copies of all records of Seller currently in Seller's possession (including, but not limited to, logs, public file materials, and engineering records) relating to or used in the operation of the Station since January 1, 1997 or reasonably necessary to show compliance with any law or regulation applicable to the Station or the operations of the Station (the "Technical Records").
- 1.6 Excluded Assets. It is understood and agreed that only the assets specifically identified herein and/or set forth on Schedules 1.1, 1.2, 1.3 and/or 1.4 constitute Assets. Other property of Seller including, but not limited to, cash on hand, cash equivalents, accounts receivable, and deposits shall not be among the Assets purchased pursuant to this Agreement.
- 1.7 Advance Payments. Payments in possession of Seller as payment for future broadcast time or commercials that Buyer will be required to furnish to customers after the Closing Date ("Advance Payments"), the amount of which Advance Payments will be subtracted from the cash to be paid by Buyer to Seller on the Closing Date as set forth at Section 3.2.
2. **ASSUMPTION OF LIABILITIES**. Buyer shall not assume any of Seller's liabilities except for (i) liabilities which accrue with respect to the Assets after Closing; (ii) liabilities that Buyer specifically agrees herein to assume; and (iii) the delivery to customers after the Closing Date of broadcast time or commercials in consideration for Advance Payments as referred to in Section 1.7; provided, however, Buyer is not assuming any Seller's liabilities involving barter transactions.
3. **PURCHASE PRICE AND TERMS**. The aggregate purchase price for the Assets is \$1,775,000.00 (the "Purchase Price") payable as follows:
- 3.1 Escrow Deposit. On the Effective Date, Buyer shall deposit the sum of \$100,000.00 (the "Escrow Deposit") with Bank One Trust Company, N.A., Columbus, Ohio, acting as escrow agent ("Escrow Agent") to be held in escrow pursuant to the terms of an Escrow Agreement in the form set forth in Exhibit B.
- 3.2 Cash at Closing. On the Closing Date, the parties shall cause the Escrow Agent to deliver the Escrow Deposit to Seller and Buyer shall pay to Seller the sum of \$1,675,000.00, less the amount of all Advance Payments, by wire transfer in immediately available_funds to an account to

be identified by Seller to Buyer not less than two business days before the Closing Date.

- 3.3 Allocation of Purchase Price. The Buyer and Seller shall endeavor to jointly determine an allocation of the Purchase Price among the Assets in accordance with §1060 of the Internal Revenue Code of 1986, as amended (the “Code”). With respect to any allocation to which Buyer and Seller shall have jointly agreed (i) Buyer and Seller shall report (including with respect to the filing of Form 8594 to the Internal Revenue Service) the sale and purchase of the Assets for all income tax purposes in a manner consistent with the agreed upon allocation; (ii) Buyer and Seller shall expressly acknowledge that the allocation was determined pursuant to arm’s length bargaining between them regarding the fair market value for the Assets and was determined in accordance with Code §1060; (iii) Buyer and Seller will not, in connection with the filing of any returns, make any allocation of Purchase Price which is contrary to Code §1060; and (iv) Buyer and Seller agree to consult with one another with respect to any tax audit, controversy or litigation relation to the allocation.

In the event that the Parties cannot agree to an allocation of the Purchase Price of the Assets in accordance with the above paragraph within a reasonable time after the Effective Date, but no later than 60 days prior to the date that the Form 8594 must be filed, the Buyer may determine the allocation of the Purchase Price of the Assets and notify the Seller of such allocation immediately thereafter; any such determination by Buyer as to allocation may be rejected by the Seller if, within ten days of receipt of notice of such determination, Seller, in good faith, concludes that the allocation so determined by the Buyer was not reasonable and so advises the Buyer in writing. Notwithstanding the foregoing, in the event that any governmental authority challenges any position taken by the Buyer and/or the Seller, the party against which such challenge is made may settle or litigate such a challenge, without the consent of, approval of, or any liability accruing to the other party to this Agreement.

4. **NON-COMPETITION AGREEMENT.** On the Closing Date, Charles R. Sherrell (“Sherrell”) and Buyer shall enter into and execute an agreement (the “Non-Competition Agreement”) in the form of Exhibit C, annexed hereto, pursuant to which Sherrell shall agree not to hold a controlling interest (by majority ownership of stock or otherwise), operate, or actively participate in the operation of a radio station licensed to a community with FCC reference coordinates located within thirty (30) miles of a boundary of the Chicago Metropolitan Statistical Area (as defined by the U.S. Census as of the Closing Date) and which broadcasts primarily Gospel music, for a period of one (1) year following the Closing Date. No additional consideration shall be paid for the Non-Competition Agreement.

5. **PRORATIONS AND ADJUSTMENTS.** All operating expenses such as, without limitation, real estate taxes and utilities (to the extent not transferred), and equipment leases paid in advance, shall be prorated between Buyer and Seller as of the Closing Date in a manner such that the operation of the Station through the Closing Date shall be for the account of Seller and, thereafter for the account of Buyer.

To the extent reasonably possible, prorations shall be completed at Closing. A final accounting of prorated items shall be made by Buyer with the cooperation of Seller, and the sum due from one Party to another pursuant to this proration shall be paid in cash, within forty-five (45) days after the date of Closing.

6. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller, and only Seller, makes the following representations and warranties, certain of which representations and warranties are qualified by "Seller's Knowledge." For purposes of this Agreement, including, but not limited to Sections 6 and 8, "Seller's Knowledge" means to the actual knowledge of Sherrell, only, as of the Effective Date, without any investigation or inquiry or the duty to investigate or inquire, by, for or on behalf of Seller, Sherrell or any other stockholder of Seller.

6.1 Organization. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation, and it has full power and authority to enter into and perform this Agreement.

6.2 Authorization; Binding Agreement. The execution and delivery of this Agreement has been duly authorized by all necessary corporate action of Seller. This Agreement constitutes a valid and binding agreement of Seller enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, reorganization, fraudulent transfer and other similar laws affecting the rights of creditors generally, or by general principals of equity (whether applied in a proceeding at law or in equity).

6.3 No Breach. Except as set forth on Schedule 6.3, the execution, delivery and performance of this Agreement by Seller will not result in the breach of, or constitute a default under, the provisions of any agreement or other instrument to which Seller, is a Party or by which it or its property is bound or affected which is either material to Seller or will have a material adverse affect on the Assets, except as shall have been waived in writing by Buyer.

6.4 Station Licenses. To Seller's Knowledge, the Station Licenses are all of the licenses, permits, and other authorizations necessary to operate the Station as it is now operated and are validly issued in the name of Seller. The Station Licenses are in full force and effect. Seller is operating the Station Licenses in compliance with their respective material terms and Seller is operating the Station in material compliance with the

Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC. The Station Licenses are valid for the balance of the current license terms specified with respect thereto. To Seller's Knowledge, there are no applications, proceedings, or complaints pending or threatened which may have an adverse effect on the business or operations of the Station. Access to the Station's transmission facilities is restricted in accordance with the policies of the Commission.

- 6.5 Title to Assets. Excluding Assets that are Real Property covered by Section 6.7 and except as set forth on Schedule 6.5: (i) Seller has good and marketable title to the Assets; and (ii) at Closing, Seller will deliver the Assets to Buyer free and clear of all liens, charges and encumbrances.
- 6.6 Equipment. Except as set forth on Schedule 1.2, the Station Equipment is in reasonably good operating condition and repair for equipment of the types, ages and prior usage as the Station Equipment, has been maintained in compliance with good engineering practice, and, to Seller's Knowledge, is not in need of repair or replacement and is otherwise sufficient to permit the Station to operate in accordance with the Station Licenses and the rules and regulations of the Commission.
- 6.7 Real Property. The Real Property constitutes all the real estate owned by Seller that is now used in the operation of the Station. Seller does not lease any real estate. Seller has good marketable title in fee simple absolute to the Real Property, free of all mortgages, liens, charges and encumbrances except for the Permitted Encumbrances. The term "Permitted Encumbrances" means, with respect to the Real Property:
- (i) those five standard exceptions appearing as Schedule B items in a standards ALTA owners title insurance policy, and any other exceptions, restrictions, easements, rights of way, and encumbrances referenced in the Title Commitment (as that term is defined at Section 9.2 hereof) delivered by Seller to Buyer pursuant thereto;
 - (ii) statutory liens for current taxes or assessments not yet due, or if due but not yet delinquent, or the validity of which is being contested in good faith by appropriate proceedings;
 - (iii) such other liens, imperfections in title, charges, easements, restrictions, and encumbrances (but in all cases excluding those which secure borrowed money) which, individually and in the aggregate, do not materially detract from the value of, or materially interfere with the present use of, any property subject thereto or affected thereby; and

(iv) such other exceptions as are approved by Buyer in writing.

To Seller's Knowledge, there are no encroachments upon the Real Property by any buildings, structures, or improvements located on adjoining real estate.

To Seller's Knowledge, none of the buildings, structures, or improvements (including without limitation all ground radials, guy wires and guy anchors) constructed on the Real Property encroach upon adjoining real estate, and all such buildings, structures, and improvements are constructed in conformity with all "setback" lines, easements, and other restrictions, or rights of record, or that have been established by any applicable building or safety code or zoning ordinance.

To Seller's Knowledge, no utility lines serving the Real Property pass over the lands of others except where appropriate easements have been obtained.

To Seller's knowledge there are no pending, contemplated condemnation or eminent domain proceedings that may affect the Real Property.

To Seller's Knowledge, Seller's use and occupancy of the Real Property complies in all material respects with all applicable regulations, codes, ordinances, and statutes of all applicable governmental authorities, including without limitation all environmental protection and sanitary laws and regulations, occupational safety and health regulations, and electrical codes.

To Seller's Knowledge, all buildings, towers and other structures or improvements comprising a part of the Real Property are structurally sound and are in good condition, order and repair, ordinary wear and tear excepted, and are painted and lighted in accordance with the requirements of the Station Licenses, the Commission, the Federal Aviation Administration and all applicable requirements of state and local law.

If Buyer chooses not to close the purchase of the Assets because of any breach of the matters set forth in this Section 6.7, notwithstanding any other provision of this Agreement, Buyer's sole recourse will be to elect not to close the purchase of Assets, to cancel the transaction and to have the Escrow Deposit returned to Buyer from Escrow Agent.

6.8 Contracts, Agreements, and Leases. The Contracts are freely assignable, except as set forth on Schedule 1.3, and the assignments thereof require only the consent of another contracting party, as set forth on Schedule 1.3. Seller will make all commercially reasonable efforts to secure such consents at Seller's sole expense prior to the Closing Date. Except as set forth on Schedule 1.3 and for any Contract for which a required consent is

not obtained, any Contract with a stated duration beyond the Closing Date will, at closing, be in full force and effect, in good standing with no defaults, and will be unimpaired by any acts or omissions of Seller or its employees or agents. The Contracts will not be modified without Buyer's written consent.

- 6.9 Employees. Buyer will not incur any liability on account of Seller's employees in connection with the transaction contemplated by this Agreement, including, without limitation, any liability account of unemployment insurance contributions, termination payments or accrued vacation. Effective with the Closing Date Seller will notify all of its employees that they will no longer be working at the Station and make the arrangements, if any, necessary to effectuate the notification as required by applicable federal and state laws. It is expressly understood that Buyer is not obligated to employ any of Seller's employees.
- 6.10 Litigation. There is no judgment outstanding and no litigation, proceeding, claim or investigation of any nature pending or, to Seller's Knowledge, threatened against Seller or the Assets which could reasonably be expected to adversely affect, in any material respect, the continued operation of the Station or materially impair the value of the Assets.
- 6.11 Payment of Taxes. Seller has paid and discharged or, prior to the Closing Date, will pay and discharge all taxes, assessments, excises and levies that, if not paid, would interfere with Buyer's enjoyment of the Assets as of the Closing Date.
- 6.12 Insurance. Those of the Assets which are of an insurable character are insured by insurance companies, believed by Seller to be financially sound and reputable, against loss or damage by fire and other risks to their full replacement value. Seller shall maintain such insurance through the Closing Date.
- 6.13 Compliance With Laws. To the best of Seller's knowledge, Seller has complied in all material respects with, and is not in material violation of the federal, state, and local laws, regulations, and orders (including any applicable statutes, ordinances, or codes relating to zoning and land use, health and sanitation, environmental protection, occupational safety, and the use of electrical power) with respect to the Assets and Seller's operation of the Station. Specifically, but without limitation, Seller has complied and is in compliance in all material respects with the Communications Act of 1934, as amended, and all rules, regulations and policies of the Commission.
- 6.14 Insolvency Proceedings. No insolvency proceedings of any character with respect to Seller or which could reasonably be expected to have a material

adverse effect on the Assets are pending or, to the best of Seller's knowledge, threatened. Seller is not insolvent and will not become insolvent as a result of its sale of the Assets.

6.15 Financial Statements. Seller has previously furnished Buyer with copies of Seller's Federal Income Tax Return and Illinois Income Tax Return for the year ended December 31, 2000, as filed with the Internal Revenue Service and the Illinois Department of Revenue, respectively, and with Seller's Balance Sheet and Income Statements as of July 31, 2001 and December 31, 2001. Such copies are true and accurate reproductions of the originals and, to Seller's knowledge, reflect the financial position of Seller as of the times reflected therein; provided, however, that such copies may not accurately reflect matters associated with extensions of credit to Seller by one or more of the stockholders of Seller or shares of Seller's preferred stock owned by one or more stockholders.

7. **REPRESENTATIONS AND WARRANTIES OF BUYER.** Buyer makes the following representations and warranties, all of which have been relied upon by Seller in entering into this Agreement and, except as specifically otherwise provided, all of which shall be true and correct as of Closing.

7.1 Organization. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and it has full power and authority to enter into and perform this Agreement.

7.2 Authorization. The execution and delivery of this Agreement has been duly authorized by the Board of Directors of Buyer and this Agreement constitutes a valid and binding agreement of Buyer, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, reorganization, fraudulent transfer and other similar laws affecting the rights of creditors generally, or by general principles of equity (whether applied in a proceeding at law or in equity).

7.3 Qualification. Buyer is legally and technically qualified to acquire and assume the Station Licenses and is financially qualified to consummate this transaction.

7.4 No Breach. The execution, delivery and performance of this Agreement by Buyer will not result in the breach of, or constitute default under, the provisions of any agreement or other instrument to which Buyer is a party or by which Buyer is bound which is either material to Buyer or will have a material adverse impact on Buyer's ability to consummate the transactions contemplated herein, except as such provisions may be waived in writing by Seller.

- 7.5 Litigation. There is no action, suit, investigation or other proceedings pending or, to the best of Buyer's knowledge, threatened which may adversely effect Buyer's ability to perform in accordance with the terms of this Agreement, and Buyer is not aware of any facts which could reasonably result in any such proceeding.

8. **ADDITIONAL REAL ESTATE MATTERS.**

- 8.1 Environmental Inspection of Real Property. Buyer shall be entitled to enter the Real Property at reasonable times after the Effective Date and upon notice to Seller to conduct such examinations, inspections and tests, including but not limited to an environmental Phase I study, that may be reasonably necessary to determine if the Real Property is suitable for Buyer's contemplated purposes. Buyer shall have the right to conduct, and shall be responsible for, such examinations, inspections and tests, as Buyer deems necessary and appropriate and Buyer shall comply with all federal, state and local laws, ordinances, rules and regulations which might in any way relate thereto. Buyer shall promptly restore the Real Property after any such entry.

Buyer agrees to defend, hold harmless, reimburse and indemnify Seller from, for, or, and against (hereinafter "Buyer's Contract of Indemnity for Inspections") any and all direct and indirect, known and unknown, obligations, actions, liabilities, judgments, claims, demands, losses, including without limitation consequential losses, damages, costs, including without limitation, costs of defense, expenses and fees (including without limitation reasonable attorneys' fees and costs) arising from or relating to any such entry, examinations, inspections, tests or restoration of the Real Property by Buyer, Buyer's agents or representatives, (hereinafter singularly and collectively referred to as "Indemnified Matters for Inspections"). Buyer's agreement with respect to Indemnified Matters for Inspection shall survive the Closing and any termination of this Agreement and shall continue in force and effect regardless of the number of Indemnified Matters for Inspections that may arise.

- 8.2 Environmental Inspection Failure. If Buyer determines, in Buyer's sole and absolute discretion, that the Real Property is not suitable for Buyer's contemplated purposes, then Buyer shall be entitled to terminate this Agreement by written notice delivered to Seller at any time on or before the date that is sixty (60) days after the Effective Date (the "Feasibility Period"). If Buyer fails to so notify Seller prior to the expiration of the Feasibility Period, Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 8.2. In the event of such termination by Buyer, provided that Buyer is not in breach of this Agreement, the Escrow Deposit shall be refunded to Buyer pursuant to the Escrow Agreement and the Parties shall have no further obligations to

each other under this Agreement except as otherwise set forth in this Agreement. If Buyer fails to consummate this transaction for any reason other than Seller's default hereunder, Buyer shall promptly deliver to Seller true and current copies of all data, reports, analysis, pro formas, test results, studies and other documents prepared by third-party consultants hired by Buyer and generated by the work conducted pursuant to this Section.

- 8.3 Condition of Real Estate. Buyer acknowledges and agrees that, except for the express written representations and warranties made by Seller in this Agreement, (i) Seller makes no representations or warranties, express or implied, including without limitation any warranties of habitability, good and workmanlike construction, suitability and fitness for intended purpose, with respect to any aspect of the Real Property; (ii) Buyer is purchasing the Real Property with all faults and defects, apparent and otherwise, and strictly in an "AS IS" condition and (iii) Buyer accepts and agrees to bear all risks regarding all attributes and conditions, latent or otherwise, of the Real Property.

Buyer has made or will make prior to the Closing or has the right to make prior to the Closing its own inspection and investigation of the Real Property and surrounding area, including, without limitation, its subsurface, soil, engineering and other conditions and requirements, whether there are any eminent domain or other public or quasi-public takings of the Real Property contemplated, and all zoning and regulatory matters pertinent to the Real Property and to the present use or occupancy of the Real Property. Buyer is entering into this Agreement and purchasing the Real Property based upon its own inspection and investigation and not in reliance on any statement, representation, inducement or agreement of Seller, except for the express written representations, warranties and indemnities made by Seller in this Agreement.

Except with respect to the express written representations, warranties and indemnities made by Seller in this Agreement or set forth in the Illinois Special Warranty Deed to be provided to Buyer by Seller with respect to the Real Property, Seller shall have no responsibility, liabilities or obligation following the Closing relating to any conditions whatsoever respecting in any way the Real Property, including, but not limited to, any and all responsibility, liability and claims for or arising out of the presence on or about the Real Property or any property in the vicinity of the Real Property (including without limitation in the soil, air, structures and surface and subsurface water) of materials, wastes or substances that are or become regulated under, or that are or become classified as toxic or hazardous, under any Environmental Law, including, without limitation, petroleum, oil, gasoline or other petroleum products, byproducts or waste (collectively, the "Environmental Claims"), except that the foregoing

release by Buyer of the Environmental Claims shall not apply as a release of Seller from any responsibility, liability and claims arising out of any breach by Seller of an express written representation or warranty of Seller contained in this Agreement.

As used herein, "Environmental Law" shall mean, as amended and in effect from time to time, any federal, state or local statute, ordinance, rule, regulation, judicial decision, or the judgment or decree of a governmental authority, arbitrator or other private adjudicator by which Buyer or the Real Property is bound, pertaining to health, industrial hygiene, occupational safety or the environment, including without limitation, the Comprehensive Environmental Response, Compensation & Liability Act of 1980, and the Resource, Conservation & Recovery Act of 1976, and all rules adopted and guidelines promulgated pursuant to the foregoing.

9. **PRE-CLOSING OBLIGATIONS.** The parties covenant and agree as follows with respect to the period prior to Closing:

9.1 Application for Commission Consent. Within 15 calendar days after the Effective Date, Seller and Buyer shall join in and file an application requesting the Commission's written consent to the assignment of the Station Licenses from Seller to Buyer (the "Assignment Application"), and they will diligently take all steps reasonably necessary or desirable and proper to prosecute expeditiously the Assignment Application and to obtain the Commission's approval of the Assignment Application; provided, however, that neither of the parties shall have any obligation to take any unreasonable steps to satisfy a complaint, if any, or to participate in any evidentiary hearing. The failure by either Party to timely file or diligently prosecute its portion of the Assignment Application shall be deemed a material breach of this Agreement. Buyer shall be solely responsible for all application fees and related expenses, including any publication costs, with respect to the Assignment Application.

9.2 Title Insurance. Within forty-five (45) days after the Effective Date, Seller shall deliver to Buyer at Seller's cost, the commitment of a title insurance company reasonably satisfactory to Buyer agreeing to issue to Buyer, at standard rates, ALTA 1975 Form extended coverage title insurance policies insuring Buyer's post-closing interest in the Real Property (the "Title Commitment") in an amount equal to \$350,000, subject to the Permitted Encumbrances as noted in the Title Commitment. If title to all or part of the Real Property is unmarketable or is subject to any defect, lien, encumbrance, easement, condition, restriction or encroachment other than the Permitted Encumbrances, Buyer shall provide written notice thereof to Seller. Seller shall have thirty (30) days after receipt of such written notice from Buyer to elect to remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment but, if Seller does not, Buyer may elect to attempt to cure or remove such defect

or encumbrance or other matter for a period of thirty (30) days thereafter. If such defect or encumbrance or other matter is not cured, then, in addition to any other rights which Buyer may have hereunder, Buyer shall have the right (i) to declare this Agreement terminated by written notice to Seller, (ii) to negotiate, at Buyer's cost, with the title company for certain endorsements to the standard insurance coverage to address any such defects or encumbrances, or (iii) to waive any objection to such defect or encumbrance or other matter in which event such defect, encumbrance, or other matter shall be deemed to be a Permitted Encumbrance. The Real Property is being sold by Seller to Buyer hereunder free and clear of all liens, claims, encumbrances and rights of tenants in possession except for the Permitted Encumbrances, and the conveyance by Illinois Special Warranty Deed to be delivered by Seller pursuant hereto shall be subject only to the Permitted Encumbrances. Seller also shall execute and deliver to Buyer at the Closing such affidavits and other instruments, if any, as the title insurance company issuing the Title Commitment may require to delete the standard exceptions appearing as "Schedule B" items in a standard ALTA owners or leasehold owners title insurance policy, including those which may only be deleted by a survey. Buyer and Seller will cooperate to obtain an ALTA survey at Buyer's expense.

- 9.3 Confidentiality. Each Party agrees that any and all information learned or obtained by it from the other (hereinafter, "Confidential Information") shall be confidential and agrees not to disclose any such Confidential Information to any person whatsoever other than as is necessary for the purpose of effecting the transaction contemplated by this Agreement. In the event that either Party is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, that Party will notify the other Party hereto promptly of the request or requirement so that such other Party may seek an appropriate protective order or waive compliance with the provisions of this Section 9.3. If, in the absence of a protective order or the receipt of a waiver hereunder, a Party is, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, that Party may disclose the Confidential Information to the tribunal; provided, however, that such Party shall use its reasonable best efforts to obtain, at the reasonable request of such Party, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as such Party shall designate. The foregoing provisions shall not apply to any Confidential Information which is generally available to the public immediately prior to the time of disclosure or that which is made a part or included with the Assignment Application.

- 9.4 Access. Between the Effective Date and the Closing Date, Seller shall permit Buyer or representatives of Buyer reasonable access to the Assets and the other properties, titles, contracts, books, records and affairs of Seller relating to the operation of the Station, provided such access by Buyer shall be at reasonable times and Buyer shall conduct itself in such a way so as not to interfere with the normal business operations of the Seller.
- 9.5 Operations Prior to Closing. Between the Effective Date and the Closing Date, the Station shall be operated in all material respects consistent with past practice in the normal and usual manner in accordance with the Station Licenses and all underlying construction permits, rules, regulations, and policies of the Commission, the Communications Act of 1934, as amended, and all other applicable laws, regulations and policies.
- 9.6 Accounts Payable. Between the Effective Date and the Closing Date, Seller shall pay all Seller's trade accounts payable that Seller shall determine to be properly payable with respect to the Station within 60 days of Seller's receipt of invoice.
- 9.7 Adverse Developments. Seller shall promptly notify Buyer, in writing, of any materially adverse developments of which Seller becomes aware that occur prior to Closing with respect to the Assets or the operation of the Station.
- 9.8 Administrative Violations. If Seller receives any finding, order, complaint, citation or notice prior to Closing which states that any aspect of the Station's operations violates any rule or regulation of the Commission or of any other governmental authority (an "Administrative Violation"), including without limitation any rule or regulation concerning environmental protection, the employment of labor, or equal employment opportunity which can reasonably be expected to impact the Assets, Seller shall promptly notify Buyer of the Administrative Violation, take such action which Seller deems appropriate to remove or correct the Administrative Violation, and be responsible for the payment of all costs associated therewith, including any fines or back pay that may be assessed.
- 9.9 Bulk Sales Act. Seller shall be responsible for (i) compliance with the provisions of any bulk sales statute applicable to the transaction contemplated by this Agreement; and (ii) filing notices and forms necessary to obtain releases and waivers from the Illinois Department of Revenue and the Illinois Department of Employment Security.
- 9.10 Control of Station. This Agreement shall not be consummated until after the Commission has approved the Assignment Application and such approval has become a Final Order, as defined in Section 10.1.1 of this

Agreement. Between the Effective Date and the Closing Date, Buyer shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct the operation of the Station. Such operations shall be the sole responsibility of Seller.

10. **CONDITIONS PRECEDENT.**

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

10.1.1 Commission Consent. The Commission shall have granted the Assignment Application, such grant shall have become a Final Order, and such grant shall be in full force and effect on the Closing Date. "Final Order" shall mean an FCC Order as to which the time for filing a request for administrative or judicial review, or for instituting administrative review *sua sponte*, shall have expired without any such filing having been made or notice of such review having been issued; or, in the event of such filing or review *sua sponte*, as to which such filing or review shall have been disposed of favorably to the grant and the time for seeking further relief with respect thereto shall have expired without any request for such further relief having been filed.

10.1.2 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, the Commission, or any other governmental authority; provided, however, that this condition may not be invoked by a Party if any such action, suit, or proceeding was solicited or encouraged by, or instituted as a result of any act or omission of, such Party.

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

10.2.1 Representations and Warranties. The representations and warranties of Seller to Buyer 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.

10.2.2 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.

- 10.2.3 Environmental Assessment and Title Insurance. Buyer shall have been satisfied with the Phase I Environmental Assessment, if any, and not have asserted its termination rights under Section 8 of this Agreement. Ticor Title Insurance Company shall be prepared to sign off on the owner's fee policy of title insurance policy required by this Agreement in a "New York style closing" simultaneously with the Closing.
- 10.2.4 Validity of Station Licenses. On the Closing Date, Seller shall be the licensee owner and holder of the FCC licenses and authorizations, under the Communications Act of 1934, as amended, and the Commission's rules, as listed on Schedule 1.1; the FCC licenses shall be in full force and effect, valid for the balance of the license terms specified with respect thereto; all FCC fees, including, without limitation, the FCC Annual Regulatory Fee 02228 will be paid up to date.
- 10.2.5 Closing Documents. Seller shall deliver to Buyer all of the closing documents specified in Section 11.2.1, all of which documents shall be dated as of the Closing Date, duly executed, and in a form reasonably acceptable to Buyer.
- 10.2.6 Third Party Consents. Seller shall have obtained all the third party consents to the assignment of any Assets that are indicated as material to the operation of the Station on Schedule 1.3.
- 10.2.7 Continuation of Gospel Business. Seller shall have taken all commercially reasonable action to preserve the business of (i) what is known as the "Gospel Broadcasts Weekly Schedule," and (ii) Seller's shall have maintained monthly gospel collected revenues for each month since July of 2002 at an average of \$25,000, with no month being less than \$20,000.00.
- 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 or Seller's waiver of each of the following conditions:
- 10.3.1 Representations and Warranties. The representations and warranties of Buyer 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.
- 10.3.2 Compliance with Conditions. All of the terms, conditions and covenants to be complied with or performed by Buyer on or before the Closing Date shall have been duly complied with and performed in all material respects.

10.3.3 Payment. Buyer shall have paid Seller the Purchase Price as provided in Section 3.

10.3.4 Closing Documents. Buyer shall have delivered to Seller all the closing documents specified in Section 12.2.2, all of which documents shall be dated as of the Closing Date, duly executed, and in a form reasonably satisfactory to Seller.

11. **STOCKHOLDER AGREEMENTS.** Each stockholder of Seller represents, warrants, and covenants, for and with respect to himself or itself, only, and not with respect to any other stockholder or with or for Seller, only as set forth below in this Section 11. Except as set forth in this Section 11, no stockholder makes any representation, warranty or covenant to Buyer for or with respect to the Agreement and/or the transactions contemplated herein, except for the Non-Competition Agreement to be executed by Sherrell:

11.1 Purpose. The stockholder is making the representations made in this Section 11 to induce the Buyer to enter into the Agreement describing the transaction which will materially benefit the stockholder.

11.2 Ownership Amount. The stockholder is the owner of the number of shares of common stock of Seller and the number of shares of preferred stock of Seller as set forth beside the stockholders' name on Exhibit A. All of the shares of stock owned by the stockholder are owned free and clear of any liens, claims, encumbrances, conditions or any other restrictions that would prevent or hinder the consummation of the transaction.

11.3 No Breach. The execution, delivery and performance by the stockholder of this Agreement will not conflict with, require the consent, waiver or approval under, result in a breach of or a default under, any terms of any contract, commitment or other obligation (written or oral) to which the stockholder is bound.

11.4 Power. The stockholder has the full right, power and authority to execute and deliver this Agreement.

11.5 Corporate Action. Each stockholder of Seller has joined with the other stockholders of Seller to take all actions and execute all documents, as stockholders of Seller, reasonably necessary or required to authorize the transactions contemplated by and pursuant to the terms and conditions of this Agreement as required by applicable law, it being understood that no stockholder can cause any other stockholder to take any given action or guaranty that any other stockholder will take any action.

11.6 Valid Action. At the Closing, each stockholder of Seller will execute a written certificate in the form of the Assurance Document attached as

Exhibit 11.6, assuring Buyer of the validity and enforcement of this Agreement and the enforceability of Seller's actions in consummating the transactions contemplated by this Agreement.

12. CLOSING.

12.1 Closing Date. The Closing Date of the transaction shall be no later than ten (10) business days after the date the Commission's approval of the Assignment Application becomes a Final Order (the "Outside Closing Date"). In the absence of a mutual agreement by Seller and Buyer to the contrary, Closing shall take place on the Outside Closing Date commencing at 10:00 a.m. at the offices of Buyer's counsel in Cleveland, Ohio, Seller's counsel in Chicago, Illinois or Seller's offices in Harvey, Illinois.

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

12.2.1 By Seller. Seller shall deliver to Buyer:

- (a) A certificate executed by Seller attesting to Seller's compliance with the matters set forth in Sections 10.2.1 and 10.2.2.
- (b) One or more assignments transferring to Buyer all of the interests of Seller in and to Assets, including the Station Licenses.
- (c) One or more bills of sale conveying to Buyer those Assets comprising the Station Equipment in a form usual and customary in the jurisdiction where the Station Equipment is located.
- (d) One or more assignments, together with all required consents, assigning to Buyer all of the Assets comprised of the Contracts.
- (e) An Illinois Special Warranty Deed conveying to Buyer all rights of Seller in the Real Property.
- (f) The Assurance Document described in Section 11.6.
- (g) An opinion of Seller's FCC counsel in the form attached as Exhibit 12.2.1(g).

- (h) Illinois Bulk Sales Stop Order or Waivers issued by the Illinois Department of Revenue and the Illinois Department of Employment Security.

12.2.2 By Buyer. Buyer shall deliver to Seller:

- (a) A certificate executed by Buyer's President attesting to Buyer's compliance with the matters set forth in Sections 10.3.1 and 10.3.2.
- (b) The Purchase Price.
- (c) One or more agreements, in the form of Exhibit D, hereto, by which Buyer assumes and agrees to perform all of the obligations of Seller accruing on and after the Closing Date under or with respect to the Assets.

12.2.3 Other Documents and Acts. The Parties will also execute such other documents and perform such other acts, including, without limitation, the purchase price allocation and Internal Revenue Service form referenced in Section 3.3, at, before and/or after Closing, as may be reasonably necessary or advisable for the complete implementation and consummation of the transactions contemplated by this Agreement.

12.3 Post-Closing Access. After the Closing Date, Buyer will give Sherrell, as representative of Seller, during normal business hours, reasonable access for the purpose of reviewing and receiving cash receipts that are mailed to Buyer but relate to broadcast time and commercials for time periods before the Closing Date. All cash receipts from Station customers who were customers before and after the Closing Date will be deemed received for the earliest unpaid broadcast service of the customer, unless the customer indicates otherwise in writing.

13. **INDEMNIFICATION.** The parties covenant and agree as follows with respect to the period subsequent to Closing:

13.1 Indemnification.

13.1.1 Buyer's Right to Indemnification. Seller undertakes and agrees to indemnify and hold Buyer harmless against any and all losses, costs, liabilities, claims, obligations and expenses, including reasonable attorney's fees (together, "Claim"), incurred or suffered by Buyer arising from;

- (i) operation of the Station or ownership of the Assets prior to Closing;

- (ii) breach, misrepresentation, or other violation of any of Seller's covenants, warranties or representations contained in this Agreement;
- (iii) all obligations, commitments and liabilities of Seller with respect to the transactions contemplated by this Agreement not expressly assumed by Buyer pursuant to this Agreement;
- (iv) all liens, charges, or encumbrances on any of the Assets incurred or attributable to any period prior to the Closing which are not expressly permitted by this Agreement; and
- (v) all Administrative Violations and alleged Administrative Violations occurring prior to Closing.

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 in this indemnity set forth and shall be without limitation as to amount; provided, however, that (A) Seller shall have no liability to Buyer for the first \$15,000.00 of such claims of Buyer (it being understood that this deductible will apply once to the aggregate of all claims and not to individual claim); (B) the maximum aggregate liability of Seller to Buyer shall be \$1,775,000.00; and (C) in no event will Buyer be entitled to recover from Seller for any consequential, exemplary, special or punitive damages incurred by it unless any such claim arises out of the fraudulent actions of the Seller.

13.1.2 Seller's Right to Indemnification. Buyer undertakes and agrees to indemnify and hold Seller harmless against any and all Claims incurred or suffered by Seller arising from:

- (i) the operation of the Station or ownership of the Assets after the Closing;
- (ii) breach, misrepresentation, or other violation of any of Buyer's covenants, warranties and representations contained in this Agreement;
- (iii) all obligations, commitments and liabilities of Buyer with respect to the transactions contemplated by this Agreement; and

- (iv) Indemnified Matters for Inspection as described in Section 8.

The foregoing indemnity is intended by Buyer to cover all acts, suits, proceedings, claims, demands, assessments, adjustments, costs, and expenses with respect to any and all of the specific matters in this indemnity set forth and shall be without limitation as to amount; provided, however, that (A) Except for Indemnified Matters for Inspections for which there shall be no deductible, Buyer shall have no liability to Seller for the first \$15,000.00 of such claims of Seller (it being understood that this deductible will apply once to the aggregate of all claims and not to individual claims) (B) the maximum aggregate liability of Buyer to Seller shall be \$1,775,000.00; and (C) in no event will Seller be entitled to recover from Buyer for any consequential, exemplary, special or punitive damages incurred by it unless any such claim arises out of the fraudulent actions of the Buyer.

13.1.3 Indemnification Sole Remedy. Following the Closing, the right to indemnification hereunder shall be the exclusive remedy of any Party in connection with any breach by another Party of its representations, warranties, or covenants.

14. **DEFAULT AND REMEDIES.**

- 14.1 Opportunity to Cure. If either Party believes the other to be in default hereunder, the Party claiming a default shall provide the other with written notice specifying in reasonable detail the nature of such default. If the default has not been cured by the earlier of: (i) the Closing Date or (ii) within fourteen (14) days after delivery of that notice, then the Party giving such notice may terminate this Agreement and/or exercise the remedies available to such party pursuant to this Section, subject to the right of the other Party to contest such action through appropriate proceedings.
- 14.2 Seller's Remedies. Buyer recognizes that if the transaction provided for in this Agreement is not consummated as a result of Buyer's default, Seller would be entitled to compensation, the extent of which is extremely difficult and impractical to ascertain. Accordingly, to avoid this problem, when applicable, the amount of the Escrow Deposit shall constitute liquidated damages and shall be in lieu of any other relief to which Seller might otherwise be entitled due to Buyer's failure to consummate this Agreement.

If this Agreement is not consummated due to the default of Buyer or the failure of the Commission to approve the Assignment Application because of (i) Buyer's failure to prosecute its Commission application in good faith with due diligence; (ii) Buyer's failure to meet Commission requirements for ownership of the Station Licenses; or (iii) Buyer's existing ownership of stations in the Chicago market or its present revenues in the Chicago market, then Seller shall be entitled solely to the Escrow Deposit, provided that Seller is not in material default and has otherwise complied with its obligations under this Agreement. In all other instances of the Commission's failure to approve the Assignment Application, Buyer will be entitled to a return of the Escrow Deposit.

- 14.3 Buyer's Remedies. Seller agrees that the Assets include unique property that cannot be readily obtained on the open market and that Buyer will be injured if this Agreement is not consummated as a result of Seller's default and is not specifically enforced. Therefore, notwithstanding the provisions of Section 12, Buyer shall have the right to seek to enforce specifically Seller's performance under this Agreement. If Buyer elects to terminate this Agreement as a result of Seller's default instead of seeking specific performance, Buyer shall be entitled to the return of the Escrow Deposit.

15. **TERMINATION.**

- 15.1 Absence of Commission Consent. This Agreement may be terminated at the option of either party upon written notice to the other if a Final Order approving the Assignment Application has not been obtained within one (1) year from the Effective Date; provided, however, that a Party may not terminate this Agreement if such Party is in default hereunder, or if a delay in any decision or determination by the Commission respecting the Assignment Application has been caused or materially contributed to by such Party's action or inaction with respect to the Application. In the event of termination pursuant to this Section, the Escrow Deposit shall be paid over, as provided in the applicable Section 14.2 or 14.3, and the Parties shall be released and discharged from any further obligation hereunder.
- 15.2 Designation for Hearing. The time for Commission approval provided in Section 15.1 notwithstanding, either party may terminate this Agreement upon written notice to the other, if, for any reason, the Assignment Application is designated for hearing by the Commission; provided, however, that written notice of termination must be given within twenty (20) days after release of the hearing designation order and that the party giving such notice is not in default and has otherwise complied with its obligations under this Agreement. Upon termination, pursuant to this Section, the Escrow Deposit shall be paid over to the Buyer unless the designation for hearing is attributable to any of the matters set forth and

described in Section 14.2, in which case the Escrow Deposit will be paid to Seller. After any termination pursuant to this Section, the Parties shall be released and discharged from any further obligation hereunder.

15.3 Casualty. The following applies in the event there occurs any casualty event before the closing damaging the Assets:

15.3.1 Risk of Loss. The risk of loss or damage to the Assets shall be upon Seller at all times prior to Closing. In the event of loss or damage, Seller shall promptly notify Buyer thereof and use its commercially reasonable best 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, Buyer may, at its option:

- (a) elect to consummate the Closing in which event Seller shall pay to Buyer the amount of any deductible under applicable insurance and assign to Buyer all of Seller's rights with respect to the Assets under any applicable insurance policies and, if Seller shall have failed to maintain the insurance required by this Agreement, shall pay such amounts in excess of the assigned insurance proceeds as are necessary to restore the cost or damaged property to its former condition; or
- (b) elect to postpone the Closing Date, with prior consent of the Commission if necessary, for such reasonable period of time (not to exceed ninety (90) days) as is necessary for Seller to repair, replace, or restore the lost or damaged property to its former condition. If, after the expiration of that extension period, the lost or damaged property has not been adequately repaired, replaced or a restored, Buyer may terminate this Agreement, in which event the Escrow Deposit shall be returned to Buyer and the Parties shall be released and discharged from any further obligation hereunder.

15.3.2 Resolution of Disagreements. If the Parties are unable to agree upon the extent of any loss or damage to any Asset, the cost to repair, replace or restore any lost or damaged Assets, the adequacy of any repair, replacement, or restoration of any lost or damaged Asset, or any other matter arising under this Section, the disagreement shall be referred to a qualified consulting communications engineer mutually acceptable to Seller and Buyer 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 Buyer.

15.3.3 Legal Actions. If, prior to the Closing Date, any action, suit, or proceeding shall have been instituted by or before any court or other governmental authority (other than the Commission) to enjoin, restrain, or prohibit the consummation of the transaction contemplated by this Agreement, the Closing may be adjourned at the option of either Party, with prior consent of the Commission if necessary, for a period of up to ninety (90) days, and if, at the end of such period, the action, suit, or proceeding shall not have been favorably resolved, either Party may, by written notice to the other, terminate this Agreement; provided however, that if such action, suit, or proceeding shall have been solicited or encouraged by, or instituted as a result of any act or omission of, Seller or Buyer, then such Party shall not have any right of adjournment or termination pursuant to this Section. In the event of termination pursuant to this Section, the Escrow Deposit shall be paid over to Seller and the Parties shall be released and discharged from any further obligation hereunder.

16. **GENERAL PROVISIONS.**

16.1 Expenses. Except as otherwise provided herein, all expenses involved in the preparation and consummation of this Agreement shall be borne by the party incurring the same whether or not the transaction contemplated herein is consummated. All FCC Filing fees for the license transfer, recording costs for instruments of transfer, and all stamp, sales, documentary, use and transfer taxes shall be paid by Buyer.

16.2 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 (which shall include delivery by Federal Express or other recognized overnight courier service that issues a receipt or other confirmation of delivery) to the party for whom such communication is intended, or three (3) business days after the date mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) If to Buyer:

Great Lakes Radio-Chicago, LLC
2994 East Grand Boulevard
Detroit, Michigan 48202
Attention: Michael Gallagher

copy to:

Charles R. Schaefer, Esq.
Walter & Haverfield LLP
1300 Terminal Tower
50 Public Square
Cleveland, Ohio 44113

and

Jacqueline P. Cleary, Esq.
Hogan & Hartson
Columbia Square
555 Thirteenth St., N.W.
Washington, D.C. 20004

(b) If to Seller:

Mariner Broadcasters, Inc.
Attention: Charles Sherrell, President
901 South Plymouth Court
Apt. 106
Chicago, Illinois 60605

copy to:

Madison Dearborn Partners III
Attn: Paul Finnegan
3 First National Plaza, 38th Floor
Chicago, Illinois 60602

and

First Chicago Equity Corporation
Attn: Cathy Williams
55 West Monroe
Chicago, Illinois 60670

and

Bank One Law Department
Attn: Charles F. Andrews
1111 Polaris Parkway, OHI-0152
Columbus, Ohio 43271-0152

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

- 16.3 Legal Fees. If legal action is necessary to enforce any of the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs incurred thereby.
- 16.4 Survival of Representations and Warranties. The several representations, warranties, and covenants of the Parties contained herein shall survive the Closing for two years.
- 16.5 Exclusive Dealings. For so long as this Agreement remains in effect, neither Seller nor any person acting on Seller's behalf shall, directly or indirectly, solicit or initiate any offer from, or conduct any negotiations with, any person concerning the acquisition of the Station by any party other than Buyer or Buyer's assignee(s) at any time during which Buyer is not in default hereunder.
- 16.6 Waiver. Unless otherwise specifically agreed in writing to the contrary:
- (i) 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;
 - (ii) 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
 - (iii) 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.
- 16.7 Entire Agreement. This Agreement and the Escrow Agreement and the agreements and exhibits referenced herein supersede and terminate any prior agreements between the parties and contain all of the terms agreed upon with respect to the subject matter hereof. This Agreement may not be altered or amended except by an instrument in writing signed by the Party against whom enforcement of any such change is sought.
- 16.8 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures on each such counterparts were on the same instrument.

- 16.9 Headings. The headings of the paragraphs or Sections of this Agreement are for convenience only and in no way modify, interpret or construe the meaning of specific provisions of the Agreement.
- 16.10 Schedules and Exhibits. The schedules and exhibits to this Agreement are a material part of this Agreement. Any specific disclosure made on one schedule shall be deemed to be made on any reasonably related schedule.
- 16.11 Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 16.12 Choice of Law. The execution, interpretation and performance of this Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

GREAT LAKES RADIO CHICAGO, LLC

MARINER BROADCASTERS, INC.

By: _____

By: _____

Title: _____

Title: _____

IN WITNESS WHEREOF, the stockholders have executed this Agreement or caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date for the limited purposes set forth at Section 11.

FIRST CHICAGO EQUITY
CORPORATION

Charles Sherrell

By: _____
Title: _____

MADISON DEARBORN PARTNERS III

By: _____

Title: _____