

PLAN AND AGREEMENT OF MERGER
BETWEEN
MIDWEST BROADCASTING CORP.
AND
MIDWEST BROADCASTING CORPORATION TOO

THIS PLAN AND AGREEMENT OF MERGER (the "Agreement"), made and entered into as of this 15th day of October, 2002, by and between MIDWEST BROADCASTING CORP., a Michigan corporation organized and existing under the laws of the State of Michigan (hereinafter sometimes referred to as "MIDWEST"), and MIDWEST BROADCASTING CORPORATION TOO, a corporation organized and existing under the laws of the State of Michigan (hereinafter sometimes referred to as "MIDWEST TOO"), said corporations being hereinafter sometimes referred to jointly as the "Constituent Corporations."

W I T N E S S E T H:

WHEREAS, MIDWEST is a corporation organized and existing under the laws of the State of Michigan; and

WHEREAS, the total number of shares of the One (\$1.00) Dollar par value common capital stock which MIDWEST shall be authorized to issue as of the Effective Date (as defined herein) is 60,000 shares, of which 50,000 are now issued and outstanding, and are owned by Jonathon Yinger and Vicky Yinger, husband and wife, as to 25,000 common shares, the Ralph Van Luven Living Trust as to 12,500 common shares, and the Elma Van Luven Living Trust as to 12,500 common shares; and

WHEREAS, MIDWEST TOO is a corporation organized and existing under the laws of the State of Michigan; and

WHEREAS, the total number of shares of the One (\$1.00) Dollar par value common capital stock which MIDWEST TOO is authorized to issue is 60,000 shares, one-half voting common and one half non-voting common, all of which are now issued and outstanding, and are owned by Jonathon Yinger as to 15,000 shares voting common and Vicky Yinger as to 15,000 shares non-voting common, the Ralph Van Luven Living Trust as to 15,000 shares voting common, and the Elma Van Luven Living Trust as to 15,000 shares non-voting common; and

WHEREAS, the Board of Directors of each of the Constituent Corporations deems it advisable for the general welfare and advantage of the Constituent Corporations and their respective shareholders that the Constituent Corporations merge into a single corporation pursuant to this Agreement, and the Constituent Corporations respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the law of the State of Michigan.

WHEREAS, that the consummation of the merger contemplated hereby is made expressly subject to the prior written approval of this Agreement by the Federal Communication Commission ("FCC").

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereby agree, in accordance with the applicable provisions of the laws of the State of Michigan, that the Constituent Corporations shall be merged into a single corporation, to wit: MIDWEST BROADCASTING CORP., a Michigan corporation, one of the Constituent Corporations, which is not a new corporation, and which shall be the corporation surviving the merger (said corporation hereinafter being sometimes referred to as the "Surviving Corporation"), and the terms and conditions of the merger hereby agreed upon (hereinafter called the "Merger") which the parties covenant to observe, keep and perform, in the mode of carrying the same into effect, are and shall be as hereinafter set forth; and

ARTICLE I

EFFECTIVE TIME OF MERGER

The Merger shall become effective no earlier than the later of: (a) the end of business on December 31, 2002, or (b) the date written approval of this Agreement is issued by the FCC. Said effective date being hereinafter referred to as the "Effective Date of Merger."

ARTICLE II

GOVERNING LAW; ARTICLES OF INCORPORATION

The laws which are to govern MIDWEST, as the Surviving Corporation, are the laws of the State of Michigan. The Articles of Incorporation of MIDWEST, as in effect at the time of the Merger will remain in effect until the same shall be further amended or altered in accordance with the provisions hereof.

ARTICLE III

BY-LAWS

The By-Laws of MIDWEST in effect at the time of the Merger shall remain in effect until the same shall be altered or amended in accordance with the provisions thereof.

ARTICLE IV

DIRECTORS AND OFFICERS

The Directors of MIDWEST at the Effective Date of Merger shall remain the Directors of the Surviving Corporation until their successor(s) is/are duly elected and qualified. Subject to the authority of the Board of Directors and as provided by law and the By-Laws of MIDWEST, the Officers of MIDWEST at the Effective Date of Merger shall remain the officers of the Surviving Corporation.

ARTICLE V
CONVERSION OF SHARES IN THE MERGER

The mode of carrying into effect the Merger provided in this Agreement and the manner and basis of converting the shares of the Constituent Corporations into share of MIDWEST are as follows:

1. **Midwest Broadcasting Corp.'s Common Stock.** None of the shares of the One (\$1.00) Dollar par value common stock of MIDWEST issued at the Effective Date of Merger shall be converted as a result of the Merger, and all of such shall remain issued shares of said corporation.
2. **Midwest Broadcasting Corporation Too.** At the Effective Date of Merger, six (6) shares of the One (\$1.00) Dollar par value common capital stock (voting or nonvoting) of MIDWEST TOO, a Michigan corporation, shall be exchanged for one (1) share of the One (\$1.00) Dollar par value common capital stock of MIDWEST.
3. **Cancellation of Midwest Broadcasting Corporation Too's Certificate.** Upon the Effective Date of Merger, all of the stock certificates representing the issued and outstanding One (\$1.00) Dollar par value common capital stock of MIDWEST TOO shall be surrendered to the Officers of MIDWEST and shall be completely cancelled.

ARTICLE VI
EFFECT OF THE MERGER

At the Effective Date of Merger, MIDWEST shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities and powers both of a public and private nature and shall be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations and all the rights, privileges, immunities and powers of each of the Constituent Corporations and all property, real, personal and mixed, tangible and intangible, and all debts due to either of said Constituent Corporations on whatever account, for all the things in action or belonging to each of said Constituent Corporations, shall be vested in MIDWEST; and all property, rights, privileges, immunities and powers and every other interest shall be thereafter as effectually the property of MIDWEST as they were of the respective Constituent Corporations, and the title to any such property shall not in any way be impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either of said Constituent Corporations shall be preserved, unimpaired, limited in lien to the property affected by such liens at the Effective Date of the Merger, and all debts, liabilities, and duties of said Constituent Corporations, respectively, shall thenceforth attach to MIDWEST and may be enforced against it to the same extent as if said debts, liabilities and duties have been incurred or contracted by MIDWEST. MIDWEST TOO shall assign all of its trade names, including, but not limited to, "MIDWEST TOO" (or any derivation thereof), and all rights therein, to MIDWEST. MIDWEST TOO hereby agrees from time to time, as and when requested by MIDWEST, or by its successors and assigns, to execute and deliver or cause to be executed and delivered all such documents and instruments and take or cause to be taken such further or other action as MIDWEST may deem necessary or desirable in order to vest in and confirm to

MIDWEST title to and possession of any property of MIDWEST TOO acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof, and the proper Officers and Directors of MIDWEST TOO and the proper Officers and Directors of MIDWEST are hereby authorized in the name of MIDWEST TOO or otherwise to take any and all such action.

ARTICLE VII **ACCOUNTING MATTERS**

The assets and liabilities of the Constituent Corporations as of the Effective Date of Merger shall be taken upon the books of MIDWEST at the amounts at which they shall be carried at that time on the books of the respective Constituent Corporations. The amount of the capital of MIDWEST TOO after the Merger shall be equal to the sum of the aggregate amount of the par value of the One (\$1.00) Dollar par value common stock to be issued in the Merger in exchange for the outstanding shares of MIDWEST TOO. The surplus of MIDWEST after the Merger, including any surplus arising from the Merger, shall be available to be used for any legal purposes for which the surplus may be used.

ARTICLE VIII **APPROVAL OF SHAREHOLDERS;** **FILING OF CERTIFICATE OF MERGER**

This Agreement shall be submitted to the shareholders of each of the Constituent Corporations as provided by law and the respective Articles of Incorporation at meetings which shall be held on or before December 31, 2002. After such adoption and approval and subject to the conditions contained in this Agreement, a Certificate of Merger shall be immediately signed and delivered to the Secretary of State of the State of Michigan for filing as provided by the Michigan Business Corporation Act, as amended.

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IN WITNESS WHEREOF, the parties to this Agreement, pursuant to authority duly given by their respective Board of Directors, have caused these presents to be executed by the respective President and Vice President of each party hereto at the date first set forth above.

WITNESSES:

“MIDWEST”

MIDWEST BROADCASTING
CORPORATION, a Michigan corporation

By: _____
Jonathon R. Yinger, President

and

By: _____
Ralph Van Luven, Vice President

“MIDWEST TOO”

MIDWEST BROADCASTING
CORPORATION TOO, a Michigan
corporation

By: _____
Jonathon R. Yinger, President

and

By: _____
Ralph Van Luven, Vice President